



**STATE OF LOUISIANA**

**DIVISION OF ADMINISTRATION  
Office of Community Development/Disaster Recovery Unit**

**REQUEST FOR PROPOSALS**

**For:**

**OCD/DRU *SMALL RENTAL PROPERTY PROGRAM* SERVICES**

**RFP#: OCD/DRU-107140-016**

**December 19, 2008**

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## SECTION 1 – GENERAL AND ADMINISTRATIVE INFORMATION

### 1.1 ISSUING OFFICE

This Request for Proposals (RFP) is issued on behalf of the State of Louisiana (hereinafter referred to as the State) by the Division of Administration, Office of Community Development/Disaster Recovery Unit (OCD/DRU).

### 1.2 DEFINITIONS

**BUSINESS OBJECTS:** Report writing application.

**CONTRACTOR:** Denotes the Proposer that is awarded a contract as a result of this procurement and will have full responsibility and liability for the completion of all deliverables.

**SMALL RENTAL PROPERTY PROGRAM:** A component of the Road Home Program to provide incentives to property owners to repair their storm-damaged, small-scale rental properties and make units available to low- and moderate- income tenants at affordable rates.

**PROJECT TRANSITION OFFICE:** Denotes the entity established to assist the State in providing contractor oversight, issue management, process improvement and change management for the *Small Rental Property Program*.

**PROJECT SERVICES:** Denotes those services to be provided by the Contractor awarded a contract under this RFP.

**PROPOSER:** Denotes any organization that submits a proposal responding to the RFP prior to award.

**THE STATE or OCD/DRU:** Denotes the State of Louisiana by the Division of Administration, Office of Community Development/Disaster Recovery Unit (OCD/DRU).

**HDS:** Housing and Development Software that is used as system of record for the *Small Rental Property Program*

**JIRA:** A web-based issue management system used to prioritize, assign, track, report and audit project tasks.

**DATA WAREHOUSE:** Storage/staging area for incoming data from various third-party sources that is filtered and processed to and from HDS.

**SHAREPOINT:** A web-based application used to facilitate collaboration, provide content management features, implement business processes, and supply access to information that is essential to managing program goals and processes.

Throughout this RFP the following terms shall be used to designate mandatory and non-mandatory requirements:

**MAY, SHOULD, CAN, OPTIONALLY:** Denotes desirable, non-mandatory language.

**MUST, WILL, SHALL:** Denotes mandatory language; a requirement that must be met without alteration.

### 1.3 RFP PURPOSE

The purpose of this RFP is to define the State's minimum project services requirements, solicit proposals capable of meeting the requirements, detail the solution requirements, detail proposal requirements, outline the State's process for evaluating solutions, and to select a single Contractor to provide the State's *Small Rental Property Program* with a project services solution.

The State requires prospective proposers to offer comprehensive solutions that (1) are based on an understanding of the current *Small Rental Property Program* functional processes and IT systems interfaces used in executing the *Small Rental Property Program*, (2) provide the scope and breadth of services that are responsive to the present and future needs of the *Small Rental Property Program*, and (3) ensure all work is performed with due care and in a timely manner.

The Proposer awarded the prime contract under this RFP will be responsible for successfully transitioning (in conjunction with the State, the Project Transition Office, and the incumbent contractor) to being the prime contractor responsible for completing processing on all open applications, including entering into appropriate arrangements with subcontractors and third party vendors, disbursing awarded funds and closing out all applications and activities required to complete this Project.

This proposal does not include MIS and IT functionality, facilities, or equipment which are being provided by the State or a separate contractor to the State. Interface and operational requirements with the IT Contractor are identified in Section 4 of this RFP. The State has recently issued a Request for Proposals seeking a Contractor to provide the MIS and IT functionality. It is recommended that all potential proposers review that document to gain an understanding of the interaction of the IT environment and the requirements of this RFP. (Refer to RFP OCD/DRU – ITS – 107140-014 <http://wwwprd.doa.louisiana.gov/osp/lapac/bidlist.asp?department=76> )

At a summary level, the *Small Rental Property Program* includes the following:

1. Project services solution for up to two (2) years, with an option for a third year, as required to meet the State and *Small Rental Property Program*'s business requirements. Note: the Division of Administration is pursuing legislation that would allow this contractual time period to be extended.
2. Transitioning – Phase in - Phase out of existing project services from the current *Small Rental Property Program* contractor, ICF Emergency Management Services (ICF), to the Contractor. Note: IT related functionality and services currently being provided to the *Small Rental Property Program* by ICF will be transitioned to a contractor to be selected through a separate RFP process.
3. Project operations, which are the operations management and application processing functions for the *Small Rental Property Program*.
4. Timely response to on-going project services requirements, including Project or Action Plan modifications, on short notice and providing rapid solutions following established and known processes.

5. Comprehensive and pro-active quality assurance and quality control programs.
6. Management of subcontractors, if any.
7. Coordination with OCD/DRU, the Project Transition Office and its IT services contractor selected to succeed ICF in providing the IT services.
8. Establishing process and procedures to close out the Project.

A detailed description of the functional and implementation services scopes for the project is provided in Section 4.

The Contractor is expected to establish and maintain Service Level Agreement-based processes and systems for routinely measuring and reporting service levels and evaluating results. These processes shall also include goal setting and process improvement to foster a continuous evaluation and improvement environment. Service Level Agreements (SLA's) will be dynamic, as both the Contractor and the State seek to establish baselines and continuously improve the quality of performance. These SLA's will be negotiated and agreed to on an ongoing basis.

Several contractors provide information systems services to the State and the *Small Rental Property Program*. The Contractor shall be required to cooperate, support, and effectively coordinate with the OCD/DRU, the Project Transition Office, the IT Services Contractor and with multiple other contractors, subcontractors, and vendors, current and future. Service requirements are addressed separately in Section 4 of this RFP.

A proposal may include multiple service providers, but must include only one Proposer; all other entities are considered the Proposer's subcontractors.

Please refer to *Exhibit 1 –Sample Contract* for non-negotiable provisions, terms and conditions and administrative process requirements.

**If your firm is or has been engaged as a consultant, advisor, or subcontractor to work under the contract between the State and ICF and you intend to submit a proposal under this RFP, you are encouraged to request a reading from the State Ethics Board as to whether there is a conflict of interest or any ethical violation or concern regarding your participation in this RFP process.**

## **1.4 BACKGROUND**

In August and September 2005, Hurricanes Katrina and Rita devastated South Louisiana, destroying more than 82,000 rental housing units. As a result of these disasters the *Small Rental Property Program*, under the direction of the Louisiana Division of Administration's Office of Community Development /Disaster Recovery Unit, was tasked to oversee the restoration of small-scale rental properties damaged by these storms.

In response to the devastation caused by Hurricanes Katrina and Rita to property and businesses located in the State of Louisiana, with Funding provided by the United States Department of Housing and Urban Development, implemented *The Road Home* Program. One of the Program's objectives is to provide assistance to small-scale rental property owners affected by Hurricanes Katrina or Rita for the damage to their properties. To that end, the *Small Rental Property Program* of *The Road Home* offers owners of properties containing one (1) to four (4) units on an

individual parcel located in one of the specified Parishes and suffered at least \$5,200 in verified damages from Hurricane Katrina or Rita can be awarded no interest, no payment, forgivable loans in the amount of the lesser of a maximum award chosen from the program award tables and any bonuses the owner receives, or, one hundred percent (100%) of the total cost to repair or reconstruct the property.

In addition to the current incentive award structure, the State is in the process of designing a new option for property owners who would prefer direct advance funding to complete their construction project(s). This Program Option is discussed further in Section 4. Property owners are required to maintain affordable rent levels for up to ten (10) years and 20 (20) years for non-profits. Awards are disbursed once the units are repaired and income eligible tenants are identified. Property owners may choose to rent one or more units on a property at one of the three rent tiers calculated to be affordable to households at 80, 65, and 50 percent of area median income.

Contracts were let to enterprises experienced in responding to natural disasters to design and implement the systems, processes and policies necessary to meet the complex legal, regulatory and administrative requirements to deliver the relief objective identified by the State. Those contracts are now expiring and the State of Louisiana is required to transition the remaining work of the contractor and its subcontractors to a new Contractor pursuant to the terms of this Request for Proposals.

On June 12, 2006, the State contracted with ICF to serve as Louisiana's Road Home Housing Manager, acting as the State's agent to operate Housing Assistance Centers, conduct outreach, accept and process applications for assistance, verify applicants' eligibility, determine amounts of assistance in accordance with the State's guidelines, provide advisory services to property owners, assist applicants and the State in handling land title issues, create/maintain a comprehensive management information system, develop and provide a process for mediation of disputes between vendors and applicants, and perform other duties as required to manage the Project and comply with all federal, state, and local laws, regulations, and contractual requirements.

As a part of its June 12, 2006 contract, ICF is responsible for all operations of *The Road Home Program* which included the *Small Rental Property Program*, *Homeowner Assistance Program*, *Piggyback Program* and the IT Management Information System. This RFP will cover only the responsibilities related to the *Small Rental Property Program*.

The State contract with ICF ends June 11, 2009. ICF's contracts with its subcontractors ends on June 11, 2009, with some exceptions.

The State and the current team of ICF and its subcontractors have committed more than \$389 million in Community Development Block Grant (CDBG) assistance to restore over 4,819 properties, containing 9,314 units. In the course of designing and implementing the program, computer systems and communications networks were acquired and periodically updated, and policies, procedures, training materials and other documentation were prepared under the guidance of the State to administer the program consistent with Federal and State statutory and regulatory requirements. Homeowner Assistance Centers were established to maintain communication with homeowners and assist them in application preparation and processing. Finally, administrative processes associated with application processing, record retention and reporting were implemented, modified and revised as programs were modified and policies were adapted to changing requirements.



Federal funding from the Department of Housing and Urban Development is being offered in a series of competitive rounds. Round 1 closed March 15, 2007 and Round 2 closed July 31, 2007. While a portion of the applications submitted have been processed, the State anticipates that a number of applications will remain to be completed during the transition, operation, and close out of the *Small Rental Property Program*. It is anticipated that implementation and operation of the new option currently being designed to provide construction financing and management assistance will continue beyond the transition phase. Refer to the OCD/DRU website during the Inquiry Period for production statistics.

## **1.5 MANDATORY REQUIREMENTS**

The State has established mandatory requirements that must be met by all proposals submitted for evaluation. Please refer to Section 5.2.2: Mandatory Requirements for instructions on substantiating the ability to meet the Mandatory Requirements.

## **1.6 EXPECTED TIME PERIOD FOR CONTRACT**

Any Contract resulting from this RFP will likely be a single contract for duration of two (2) years with option for a third year. However, it is the intention of the Division of Administration to pursue legislation for a longer period. Accordingly, with mutual agreement of both parties, the contract term may be extended should such legislation be enacted into law.

## **1.7 RFP COORDINATOR**

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

***Small Rental Property Program RFP Coordinator***  
**Division of Administration**  
**Office of Community Development**  
**Disaster Recovery Unit**  
**P.O. Box 94095**  
**Baton Rouge, LA 70804**  
**OCD.Proposals@la.gov**

Hand deliver or Courier to:  
**Division of Administration**  
**Office of Community Development**  
**Disaster Recovery Unit**  
**150 N. Third St., 5<sup>th</sup> Floor**  
**Baton Rouge, La. 70801**  
**Attn: *Small Rental Property Program RFP Coordinator***

This RFP is available in electronic form at the Office of State Purchasing's (LaPAC) website <http://wwwsrch2.doa.la.gov/osp/lapac/bidlist.asp?department=76>, or by submitting a written request to the RFP Coordinator.

## 1.8 CALENDAR OF EVENTS

Activity	Date	Central Time <sup>1</sup>
1. RFP Available for Download and Electronic Distribution	Dec. 19, 2008	
2. Deadline for Submission of Inquiries	Jan. 9, 2008	2:00pm
3. Deadline for State to Respond to Inquiries	Jan. 16, 2009	
4. Proposal Submission Deadline	Jan. 23, 2009	2:00pm
5. Notice of Invitations to Participate in Oral Interviews and Proposer Capabilities Presentation (if necessary)	Feb. 5, 2009	
6. Oral Interview and Proposer Capabilities Presentations	Feb. 16-18, 2009	
7. Notice of Proposers to Participate in Best and Final Offer (BAFO) Process	Feb. 20, 2009	
8. Best-and-Final Offer (BAFO) Period	Feb. 25 - Feb. 27, 2009	
9. Announcement of Intent to Award	March 5, 2009	
10. Final Contract Negotiations	March 9, 2009	
11. Contract Begin Date	Mar. 16, 2009	

<sup>1</sup>All times are based upon U.S. Central Standard Time (CST), and any response or inquiry received after the specified time shall be rejected.

**NOTE: The State reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.**

## 1.9 PROPOSER INQUIRIES

The State will only consider written Proposer inquiries regarding the RFP. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the address shown in Section 1.7, RFP COORDINATOR, by the date and time specified in the Calendar of Events (See Section 1.8, CALENDAR OF EVENTS). Official responses to each of the questions presented by the Proposers will be posted by the last date to respond to Proposer inquiries indicated in 1.8, CALENDAR OF EVENTS at the LaPAC website - <http://wwwprd.doa.louisiana.gov/osp/lapac/bidlist.asp?department=76> and [www.doa.louisiana.gov/cdbg/drsrftp.htm](http://www.doa.louisiana.gov/cdbg/drsrftp.htm).

It is the responsibility of the Proposer to check the website for the official responses to Proposer inquiries.

Only the RFP COORDINATOR has the authority to respond to Proposers' questions on behalf of the State. Communications from any other individual are not binding on the State.

Unauthorized contact regarding this RFP with employees or officials of the State of Louisiana other than the RFP COORDINATOR identified in Section 1.7 will result in disqualification from this procurement process.

#### **1.10 PROPOSAL SUBMISSION**

The fully completed proposal must be delivered at the Proposer's expense and received by the RFP Coordinator designated in Section 1.7 on or before the date and time specified in the Calendar of Events, Section 1.8, CALENDAR OF EVENTS.

Following are the addresses to be used for mail delivery and in person or courier options:

**For Mail Delivery:**

**Division of Administration  
Office of Community Development  
Disaster Recovery Unit  
P.O. Box 94095  
Baton Rouge, LA 70804  
Attn: *Small Rental Property Program* RFP Coordinator**

**For In Person or Courier Proposal Delivery:**

**Office of Community Development  
Division of Administration  
Disaster Recovery Unit  
150 N. Third St., 5<sup>th</sup> Floor  
Baton Rouge, La. 70801  
Attn: *Small Rental Property Program* RFP Coordinator**

**Notice to Proposers:** Failure to meet the proposal submission deadline shall result in rejection of the proposal. Proposers should also allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified. Fax or e-mail submissions are not acceptable.

**If your firm is or has been engaged as a consultant, advisor, or subcontractor to work under the contract between the State and ICF and you intend to submit a proposal under this RFP, you are encouraged to request a reading from the State Ethics Board as to whether there is a conflict of interest or any ethical violation or concern regarding your participation in this RFP process.**

The Proposers should provide the following copies of their proposals:

Proposal Type	Hard-Copy (Paper) Document	Original Signature	CD	Redacted Copy (Refer to 1.13 to see if required)
Technical Proposal	10	1	10	2
Cost Proposal	2	1	1	0

The technical proposal shall be boxed and labeled separately from the cost proposal indicating the following:

Proposal Name: Request for Proposals for OCD/DRU *Small Rental Property Program* Services  
RFP No. 107140-016  
Proposal Opening Date: December 19, 2008, 4:00 PM Central Standard Time  
Proposer's Name  
The inscription: "Technical Proposal."

Cost proposals should be similarly labeled, but with the inscription, "Cost Proposal."

The required CDs should be placed in the cover of the original copies of the related technical and cost proposals. The CDs should include the proposal in both PDF format and in Microsoft Word format with hyperlinks to the sections from the table of contents. Cost schedules must also be provided in Microsoft Excel 2003, and project plans should be provided in Microsoft Project 2003. Cost templates are available on the Department of Administration/Office of Community Development website:

[www.doa.louisiana.gov/cdbg/drsrfrp.htm](http://www.doa.louisiana.gov/cdbg/drsrfrp.htm)

#### **1.11 LEGIBILITY / CLARITY**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

#### **1.12 CONFIDENTIALITY OF STATE DATA AND INFORMATION**

All information relating to the State's operations which is designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential

any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

### **1.13 PROPOSER CONFIDENTIAL/PROPRIETARY INFORMATION AND TRADE SECRETS**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety will be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the State will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to the Office of State Purchasing personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically

identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you shall also submit redacted copies along with your proposal. If you do not submit the redacted copies, you will be required to submit them within 48 hours of notification from the Office of State Purchasing. When submitting your redacted copies, you shall clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copies shall also state which sections or information has been removed."

#### **1.14 ERRORS AND OMISSIONS IN PROPOSAL**

The State shall not be liable for any errors in proposals. The Proposer will not be allowed to alter proposal documents after the deadline for submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposers. Such information and/or documentation shall be incorporated into and considered a part of the proposal.

#### **1.15 STATE RFP CHANGES, ADDENDA, WITHDRAWALS, RE-ISSUANCE**

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

In the event that it becomes necessary to revise any part of this RFP, an addendum, supplement or amendment to this RFP shall be made available to all prospective Proposers in electronic form and will be posted on the LaPAC website - <http://wwwsrch2.doa.la.gov/osp/lapac/pubmain.asp>.

#### **1.16 PROPOSAL WITHDRAWALS**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal submission deadline. To accomplish this, a written request signed by the authorized representative of the Proposer shall be submitted to the RFP Coordinator.

#### **1.17 BASIS OF PROPOSALS**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

#### **1.18 WAIVER OF ADMINISTRATIVE INFORMALITIES**

The State reserves the right, at its sole discretion, to waive administrative informalities and irregularities contained in any proposal if deemed in the best interest of the State to do so.

### **1.19 REJECTION OF PROPOSALS**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, any or all proposals submitted and/or cancel this RFP if it is in the best interest of the State to do so.

### **1.20 OWNERSHIP OF PROPOSAL**

All materials (paper content and CDs) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted are to be retained by the State and not returned to Proposers. Any copyrighted materials in the response do not transfer ownership to the State, the Proposer retains copyright ownership.

### **1.21 COST OF PROPOSAL PREPARATION AND PARTICIPATION**

The State is not liable for any costs incurred by prospective Proposers or subcontractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for or delivering oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State.

### **1.22 MANDATORY CONTRACT CLAUSES**

The State requires that specific non-negotiable clauses be made a part of all services Contracts, including but not limited to: scope of services, payment terms, taxes, assignment of Contract, audit of records, EEOC, Federal and ADA compliance, record retention, order of precedence, entire agreement, governing law, claims or controversies, termination based on contingency of appropriation of funds.

### **1.23 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

### **1.24 PROPOSAL VALIDITY**

The proposal will be valid for at least 180 days from the date of submission.

### **1.25 PROPOSER RESPONSIBILITIES**

The State requires a single Contractor as the result of any Contract negotiation, and that Contractor is responsible for all deliverables referenced in the RFP and proposal as well as the acts and liabilities created by personnel or subcontractors providing products or services as part of the Contractor's proposal. The selected Contractor is required to assume responsibility for all products and services offered in the proposal, whether or not provided by the Contractor. The State shall consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP which involves subcontract(s) with others, whether Product Manufacturers or Service Providers, on the condition that the Proposer acknowledges total responsibility, as the Proposer, for the entire Contract. Proposer certification of responsibility and ownership should be addressed in the Certification Statement that should be placed in each copy of the proposal as addressed in Section 5.3.2.

#### **1.26 PROPOSER'S SUBCONTRACTORS**

If a Proposer chooses to use subcontractors, the State urges the Proposer to use Louisiana subcontractors, including small and emerging businesses and/or small entrepreneurship, if practical.

If a Proposer intends to subcontract portions of the products or services, the proposal should include specific designations of the tasks to be performed or deliverables to be produced by the subcontractor. The subcontractor shall be required to produce firm and staff qualifications to demonstrate their ability to provide the product or service; this should be defined in other sections of the proposal. Copies of any agreements planned to be executed between the Proposer and subcontractor(s) should be included in the proposal.

Except as provided for in the Contract with the State, the Proposer shall not subcontract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

#### **1.27 WRITTEN OR ORAL DISCUSSIONS/PRESENTATIONS**

All Proposers susceptible of award shall provide a Proposer Capabilities Presentation. At the State's option, these presentations may be recorded. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final Contract.

#### **1.28 ADVERTISING AND PRESS RELEASES**

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the Division of Administration. Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

#### **1.29 EVALUATION AND SELECTION**

To evaluate all proposals, an Evaluation Committee whose members have expertise in various areas has been selected. This committee will review all proposals submitted, attend product demonstrations and make recommendations for award.

Written recommendation for award will be made by the Evaluation Committee to the Executive Director of OCD for the Proposer whose proposal, conforming to the RFP, is the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.



### **1.30 CONTRACT NEGOTIATIONS**

If for any reason the Proposer whose proposal is most advantageous to the State of Louisiana does not agree to a contract within 10 days of negotiation, that proposal may be rejected and the State may negotiate with the Proposer submitting the proposal deemed next most advantageous to the State.

### **1.31 CONTRACT AWARD AND EXECUTION**

An award will be made to the Proposer with the highest points, and whose proposal, conforming to the RFP, is the most advantageous to the State, price and other factors considered. The State intends to award to a single Contractor.

The RFP, including any addenda, Proposer proposal, Proposer presentations, Proposer capability evaluations, written responses to inquiries, the Best and Final Offer (BAFO) and other documentation from the selected Proposer, which describes the solution, commitment, capabilities, and intent of the Proposer, shall become part of any Contract initiated by the State.

In no event shall a Proposer submit its own standard Contract terms and conditions as a response to this RFP. The proposed terms will be negotiated before a final Contract is entered. The inclusion of mandatory clauses is not negotiable.

### **1.32 NOTICE OF INTENT TO AWARD**

Upon review and approval of the Evaluation Committee's recommendation for award, the Division of Administration will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A Contract is expected to be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events".

The Division of Administration will also notify all unsuccessful Proposers as to the outcome of the evaluation process.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with L.A.C. 34V Section 145, to the Commissioner of Administration, within fourteen days of the award/intent to award.

### **1.33 DEBRIEFINGS**

Optional debriefings will be conducted with participating Proposers after the "Notice of Intent to Award" letter has been issued. To schedule an appointment, the Proposer should contact *Small Rental Property Program* RFP Coordinator, Division of Administration, Office of Community Development/Disaster Recovery Unit at (225) 219-9600.

### **1.34 PAYMENT FOR SERVICES**

A mutually agreed-upon schedule of payments by deliverables will be used as the basis for all payments. See Exhibit 7 for a description of the deliverable process.

#### 1.34.1 Payment for Services Provided on an Hourly Fee Basis

Payment for services performed on an hourly fee basis will be made on the basis of invoices to include supporting documentation submitted to the State documenting hours expended multiplied by the applicable hourly rate. The Proposer's proposed labor categories and rates for hourly fee services shall be included in the Cost Section of the Proposal. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, bill rate and description the work provided.

#### 1.34.2 Payment for Services Provided on a Unit Price Basis

Payment for services performed on a unit price basis will be made on the basis of invoices to include supporting documentation submitted to the State documenting the number of unit price tasks performed multiplied by the applicable unit price per task. The Proposer's proposed categories and rates for unit price tasks shall be included in the Cost Section of the Proposal. All invoices are to be supported by documentation including, but not limited to, a description of the service, the authorized unit price bill rate, number of units, the applicant for which the services were provided, date provided, etc.

#### 1.34.3 Time and Material Rates Inclusive

All invoiced rates for services provided on a time and materials basis shall be inclusive of overhead, indirect charges and travel charges.

#### 1.34.4 Payment for Other Direct Costs

Payment for Other Direct Costs (ODC's) incurred must be approved in advance and will be paid on an actual cost basis. ODC's shall be identified and included in the Cost Section of the Proposal. Invoices shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC.

#### 1.34.5 State Approval Required

All labor categories, unit price tasks, and ODC's and their respective fees or prices are subject to written approval by the State.

#### 1.34.6 Retainage

All payments are subject to a five percent (5%) retainage. The retained amounts will be administratively reserved, but not paid out to an escrow or other interest bearing account. Final payment of all retained amounts will be contingent upon the completion and acceptance of all contract deliverables, which may extend beyond the contract period. The release of amounts retained shall be approved by the State or its designee.

### 1.35 NO GUARANTEE OF QUANTITIES

The scope and quantities referenced in the RFP are estimated to be the amount needed. Neither the State nor Division of Administration obligates itself to contract for or to accept more than

their actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds.

**The State of Louisiana reserves the right to increase or decrease quantities, as appropriate, at the unit price or labor rate stated in the contract.**

#### **1.36 CONTRACTOR'S PROJECT DIRECTOR**

The Contractor will provide a Project Director that will function as primary point of contact for Contract administration and coordination of Contractor's staff and responsibilities.

#### **1.37 SUBSTITUTION OF PERSONNEL**

Proposed personnel assigned to the project that results from this RFP shall not be replaced without the written consent of the State. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

#### **1.38 GOVERNING LAW**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1481-1526.

#### **1.39 CODE OF ETHICS**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code (L.R.S. 42:1101-1170), rules, regulation and advisory opinions, during any part of the RFP and contracting process. Failure to do so can result in disqualification and/or termination of any contract awarded from this process.

#### **1.40 DISQUALIFICATION**

The State reserves the right to verify all information provided by a Proposer via direct contact with the Proposer's prior clients and prior project personnel, and Proposers shall agree to provide and release necessary authorizations for the State to verify any of the Proposer's previous work. As described elsewhere in this RFP, each Proposer shall submit a detailed resume for all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the Proposer from further consideration.

## **SECTION 2 – EVALUATION AND SELECTION PROCESS**

### **2.1 EVALUATION PROCESS OVERVIEW**

The State shall conduct a comprehensive, fair, and impartial evaluation of all proposals received. The State may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies.

The State has established an Evaluation Committee to review, evaluate, and verify information submitted by the Proposer. This section describes the evaluation methodology and criteria to be used to evaluate each proposal submitted. It is the State's intent to select the proposal that is most advantageous to the State now and in the future.

The State reserves the right to seek clarification from Proposers where deemed appropriate to understand the intent of certain points in one or more proposals. Any such clarification request and response will be provided in writing and maintained as part of the documentation for the respective proposal. Proposers must respond to requests for clarification within two (2) working days of request. Failure to do so may affect the Proposer's score or result in rejection of their proposal.

The Evaluation Process will utilize a six (6) phase process as follows:

1. Administrative Compliance/Mandatory Requirements Review (Pass/Fail);
2. Detailed Evaluation of Technical Proposals;
3. Cost Analysis;
4. Oral Interviews and Proposer Capability Presentations;
5. Best and Final Offer; and
6. Contract Negotiations.

The remainder of this section of the RFP describes each step in the evaluation process in detail.

### **2.2 EVALUATION PHASES**

#### **2.2.1 Phase 1: Administrative Compliance/Mandatory Requirements Review**

The State will conduct an administrative compliance review of all proposals immediately upon opening. The purpose of this review is to determine the proposal's compliance with RFP mandatory administrative requirements and instructions. Any proposal that does not comply with RFP mandatory administrative requirements and instructions may be considered non-responsive, and may not receive further consideration.

All proposals that pass the Administrative Compliance Review shall be reviewed to ensure they meet all mandatory content requirements as documented in Section 5.2.2. Any proposal that fails to satisfy these requirements shall be considered non-responsive, and shall not receive further consideration. The proposal must satisfactorily demonstrate that the Proposer and/or the proposed solution meet each specific mandatory requirement.

THE RESULT OF "PHASE 1" IS A PASS/FAIL DECISION.

## **2.2.2 Phase 2: Detailed Evaluation of Technical Proposals**

**UPON COMPLETION OF PHASE 2: DETAILED EVALUATION OF TECHNICAL PROPOSALS, ONLY THOSE PROPOSERS WHO TOTAL A TECHNICAL SCORE OF 500 OR ABOVE WILL CONTINUE THROUGH THE REMAINDER OF THE EVALUATION PROCESS.**

The purpose of the detailed evaluation of technical proposals is to select finalists who will provide Proposer Capability Presentations to the Evaluation Team. Technical proposal evaluation criteria will be weighted as follows:

### **Technical - Services Capabilities Evaluation (700 points)**

- 20% - Qualifications of Proposer and Past Performance
- 20% - Skills and Qualifications of Proposed Staff
- 30% - Management Approach, Technical Capabilities, Work Breakdown Structure
- 10% - Transition Approach
- 10% - Program Closeout Approach
- 10% - Capacity and Capability to Provide Incremental Optional Services

Please Refer to Section 5 for the format of the proposal and additional information to be included with the Technical and Costs Proposal.

### **2.2.2.1 Qualifications of Proposer and Past Performance**

The Proposer shall demonstrate its qualifications by describing the following:

1. Evidence that the organization or team has the current capabilities and can assure performance for this requirement. Evidence of team members will be considered;
2. Experience with providing services requiring regulatory and specifically HUD CDBG compliance;
3. Experience in construction management;
4. Experience in contractor selection and management;
5. Experience managing and meeting customer service expectations;
6. Experience managing contracts containing service level agreements;
7. Experience managing projects of similar size and scope; and
8. Quality of the responses on reference checks.

Points will be assigned based on Qualifications of Proposer using a consensus-based evaluation process. A maximum of 140 points have been assigned for responses to the Qualifications of Proposer.

Names and phone numbers must be provided for all references.

#### **2.2.2.2 Skills and Qualifications of Proposed Staff**

The Proposer shall demonstrate the qualifications of the proposed personnel by describing the following:

1. The current and relevant knowledge, quality and depth of experience of an individual working on similar projects. Similar projects must convey similarity in topic, dollar value, workload, duration, and complexity;
2. Quality and depth of education and experience on other projects which may not be similar enough to include in the preceding bullet, but may be relevant; and
3. The current and relevant knowledge, quality and depth of experience of the Project Director and how such Project Director will supervise and coordinate the workforce.

Names and phone numbers must be provided for all references.

Points will be assigned based on Proposer descriptions of the Skills and Qualifications of Proposed Staff using a consensus-based evaluation process. A maximum of 140 points have been assigned for responses to the Skills and Qualifications of Proposed Staff.

Proposals that do not provide firm commitments of the Proposed Staff as referenced in Section 5 shall expect to receive lower scores than proposals that provide firm commitments of the Proposed Staff.

#### **2.2.2.3 Management Approach, Technical Capabilities and Work Breakdown Structure**

The Proposer shall be reviewed and evaluated based on its response to the following criteria:

1. Quality, depth and completeness of its Project Management Plan;
2. Approach to status reporting; issue management; project controls; risk management;
3. Understanding of the work, including a thoroughness shown in understanding the objectives of the Statement of Work and specific tasks and planned execution of the project;
4. Evidence of specific methods and techniques for completing each task to include items such as quality assurance and customer service;
5. Ability to address anticipated problem areas, and creativity and feasibility of solutions to problems and future integration of new procedures and technology;
6. Degree to which the Proposer demonstrates an understanding of logistics, schedule, and any other miscellaneous issues; Approach to obtain qualified staff; availability of proposed staff; and training methodology;
7. Experience with the *Small Rental Property Program*; and
8. Quality, depth and completeness of the Work Breakdown Structure.

Points will be assigned for the Management Approach, Technical Capabilities and Work Breakdown Structure using a consensus-based evaluation process. A maximum of 210 points have been assigned for responses to this section. Proposer shall include a detailed Work Breakdown Structure using MS Project or similar project management tool.

#### **2.2.2.4 Transition Approach**

The Proposer will be evaluated and reviewed based on their ability to clearly and concisely describe its Transition Approach. This shall include the following:

1. Specific methodologies that will be used to minimize risk and ensure completion of critical tasks ensuring satisfactory customer service;
2. A description of the quality assurance process that will be implemented during this phase;
3. A discussion of how qualified personnel will be added to the project in an efficient manner;
4. Process for assuming responsibility of all of the relevant functions from the incumbent contractor.

Points will be assigned for the Transition Approach using a consensus-based evaluation process. A maximum of 70 points have been assigned for responses to the Transition Approach.

#### **2.2.2.5 Program Operation/Closeout Approach**

The Proposer will be evaluated and reviewed based on their ability to clearly and concisely describe its Program Operation/Closeout Approach. This shall include the following:

1. Methodologies to validate eligibility of all applicant statuses and confirm that appropriate disbursement has occurred;
2. A description of the quality assurance process that will be implemented during this phase;
3. A discussion of how personnel will be removed from the project in an efficient manner;
4. An estimated timeline to complete each functional area described in the Statement of Work; and
5. Methodologies for certifying data that is turned over to the State as part of its closeout process.

Points will be assigned for Program Operation/Closeout Approach using a consensus-based evaluation process. A maximum of 70 points have been assigned for responses to this component.

#### **2.2.2.6 Capacity and Capability to Provide Additional Services**

Proposer will be evaluated and reviewed based on the following criteria:

1. The Proposer's corporate capacity to provide additional services;
2. The Proposer's experience providing additional services for other projects;
3. The Proposers methodology for providing additional services;
4. Other additional expertise that may be relevant in evaluation overall capacity and capability.

Points will be assigned for Rapid Response for additional services using a consensus-based evaluation process. A maximum of 70 points have been assigned for responses to this category.

**UPON COMPLETION OF PHASE 2: DETAILED EVALUATION OF TECHNICAL PROPOSALS, ONLY THOSE PROPOSERS WHO TOTAL A TECHNICAL SCORE OF 500 OR ABOVE WILL CONTINUE THROUGH THE REMAINDER OF THE EVALUATION PROCESS.**

**2.2.3 Phase 3: Cost Analysis**

Cost proposals for all Proposers will be opened, evaluated and an absolute score provided. Points will be assigned for the Cost Analysis using a calculation-based evaluation process focusing on the total cost of ownership based on the pricing submitted by each Proposer on the Cost Proposal Schedules provided in *Exhibit 4: Cost Proposal*. The cost scores will be calculated as follows:

The lowest cost proposal will receive 100% of the available points (300).

Remaining proposals will receive points based on application of the following formula:

Cost Points = (Cost of Lowest Cost Proposal / Cost of Proposal Being Evaluated) \* 300 points.

Proposers must use the cost format in *Exhibit 4*.

**2.2.4 Phase 4: Oral Interview and Proposer Capability Presentation**

The State will select the top ranked Proposers reasonably susceptible of being selected for award to participate in the Oral Interview and Proposer Capability Presentations and in the Best and Final Offer process. To determine the top-ranking Proposers, the Cost Score (from Phase 3) will be added to the Technical Proposal score (from Phase 2).

The order by which Proposers will be assigned presentation dates will be determined through a random process. Prior to each Oral Interview and Proposer's Capability Presentation date the State will provide the Proposer with instructions, rules and processes that should be adhered to in each presentation. The period of advance notice, requirements and instructions will be the same for all Proposers. Each Proposer will then lead their assigned Oral Interview and Proposer Capabilities Presentation.

All Oral Interviews and Proposer Capability Presentations will be held at a room to be designated in the Claiborne Building in Baton Rouge. Proposers will then be scored based on their Oral Interview and Proposer Capabilities Presentation.



The category scores from Phases 2 through 4 will be compiled for a total score in each category. The total maximum evaluation points used to determine the top ranking Proposers to this point in the evaluation process is as follows:

<b>Criterion</b>	<b>Total Points</b>
Qualifications of Proposer and Past Performance	140
Skills and Qualifications of Proposed Staff	140
Management Approach, Technical Capabilities, Work Breakdown Structure	210
Transition Approach	70
Program Closeout Approach	70
Capacity and Capability to Provide Incremental Optional Services	70
<b>Technical Proposal – Total</b>	<b>700</b>
<b>Cost Proposal – Total</b>	<b>300</b>
Oral Interview and Proposer Capabilities Presentation	100
<b>Interview/Presentation – Total</b>	<b>100</b>
<b>Grand Total</b>	<b>1100</b>

#### 2.2.5 Phase 5: Best and Final Offer

The State will issue a written Request for Best and Final Offer (BAFO) to all Proposers that participated in the Proposer Capability Presentations. Each Proposer included in the BAFO process will receive a Request for BAFO with a list of issues, concerns and/or requests for additional clarification including, but not limited to functional capabilities, cost, contractual gaps, and other Proposer-specific issues unique to their proposed solution. Proposers will be required to submit a written response to the Request for BAFO in accordance with the specified deadline for submission stated in the Request.

The Evaluation Team will meet in a facilitated work session to discuss each BAFO received. All information received from the Proposer will be used by the Evaluation Committee to derive a consensus score for each of the specified criteria. The maximum number of points allocated for the BAFO phase reflects a greater emphasis on Cost for this phase of the process. The following chart reflects the maximum number of points available for each criterion and will be assigned to reflect the overall strength of each proposal taking into account all changes and clarifications provided by the Proposers during the evaluation process using a consensus-based approach.

<b>Criterion</b>	<b>BAFO Total Points</b>
Qualifications of Proposer and Past Performance	120
Skills and Qualifications of Proposed Staff	120
Management Approach, Technical Capabilities, Work Breakdown Structure	180
Transition Approach	60
Program Closeout Approach	60
Capacity and Capability to Provide Incremental Optional Services	60
<b>Technical Proposal – Total</b>	<b>600</b>
<b>Cost Proposal – Total</b>	<b>400</b>
<b>Total Possible Score</b>	<b>1000</b>

#### 2.2.6 Phase 6: Contract Negotiations

Contract negotiations will begin with the Proposer receiving the highest BAFO score. The contract negotiations will be used to resolve any outstanding contractual items. The final contract will contain all key documents from the evaluation process, including the Proposer's response to the RFP, correspondence with the Proposer, the BAFO, a comprehensive statement of work, and any other documents incorporated by reference. If negotiations with the highest scoring Proposer do not result in a contract within 10 days, the State may choose to terminate those negotiations and enter negotiations with the Proposer receiving the second highest BAFO score using the same conditions.

## **SECTION 3 – PROGRAM GOVERNANCE**

### **3.1 PROGRAM GOVERNANCE OVERVIEW**

The *Small Rental Property Program* is a complex program in which multiple entities play different, but closely integrated, and sometimes overlapping, roles. The State has created a multi-level governance model to manage the transition to new program and IT contractors. The objectives are to streamline the decision-making process, and to ensure efficient and effective teamwork among all the responsible organizations. Although it was developed specifically for the transition phase, the governance model, with appropriate modifications, may carry forward through the life of the program.

### **3.2 GOVERNANCE STRUCTURE**

The *Small Rental Property Program* resides within the Division of Administration, Office of Community Development (OCD), Disaster Recovery Unit (DRU). As such, operational authority rests with the Commissioner of Administration. The Deputy Commissioner of the Division of Administration is a member of the Road Home Transition Executive Steering Committee (ESC). Other members are the Executive Director of Louisiana Recovery Authority and the Chief Information Officer. The ESC provides policy direction and enterprise-level executive leadership.

Within the Division of Administration, OCD/DRU is responsible for program management. The *Small Rental Property Program* is under the direction of the Deputy Director of Housing Programs. The Contractor will report directly to the Deputy Director of Housing Programs. To assist OCD/DRU with the transition effort, a transition team was formed. The State Transition Team consists of a lead and one or more staff analysts for both the Program and IT transitions. The State Transition Team is supplemented by contractors. The Transition Team Leads meet regularly with OCD/DRU Management Committee.

As part of the transition effort, a Program Transition Office (PTO) was established. The PTO is to assist with the transition and assist the OCD/DRU with monitoring activities of the Contractor. The PTO will be responsible for monitoring project management standards and processes, to ensure effective integration of the two transition efforts. The Program activities of the Contractor, as well as the IT Contractor, will be managed by OCD/DRU.

### **3.3 GOVERNANCE ROLES**

The Department of Administration, Office of Community Development, Disaster Recovery Unit is organized in a fashion that allows the day-to-day operations of the *Small Rental Property Program* to continue with minimal interruption as the responsibilities of the contracting parties is transitioned from one prime contractor to another.

OCD/DRU is responsible for program management of the Road Home Program. Under the direction of the OCD/DRU and oversight of the Executive Steering Committee, the Transition Team will facilitate interaction between the OCD/DRU, the PTO, the current contractor and the successor contractor. A Program Transition Office was implemented to assist in coordinating decisions and, activities; monitoring the former and successor contractor; supporting program functions, monitoring daily operations; and supporting the Transition Teams ongoing transition effort. Each has a unique role in interacting with both the current contractor and the successor

contractor. Operational management of the *Small Rental Property Program* resides in the OCD/DRU. OCD/DRU is responsible for operational direction, implementation of policy, change management and issue resolution. The Program Transition Office provides support to OCD/DRU by providing analytics and advisory functionality to identify issues, recommend remedial actions and alternative approaches to issue resolution. It also supports the Transition Team in its efforts to ensure a smooth and efficient contractor turnover. The PTO also serves as a monitoring arm of the *Small Rental Property Program*, designing, monitoring and benchmarking progress goals approved by OCD/DRU and the Transition Team. The PTO assists the Contractor and OCD/DRU in reaching Program goals. The Contractor will be responsible to OCD/DRU.

The Transition Team plays an essential role in providing the structure for the initiation and integration of the new contractor into the *Small Rental Property Program* and enabling the incumbent contractor to provide knowledge transfer and operational expertise in support of the transition with minimal interruption of the provision of day-to-day results in closing out of the operational phases of the *Small Rental Property Program*.

## **SECTION 4 – STATEMENT OF WORK**

### **4.1 SCOPE OF WORK**

The purpose of this RFP is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in becoming the Contractor for the *Small Rental Property Program* (SRPP). The Contractor will be responsible for successfully transitioning (in conjunction with the State, its designees, and the incumbent contractor) into the prime contractor role and completing processing on all open applications, disbursing funds, to qualified applicants, and closing out all applications and activities required to complete the *Small Rental Property Program*.

The process structure for the SRPP presently includes certain functionality for Application Processing, Eligibility Review, and Benefit Determination. It is anticipated there will be a limited need for these functional areas and they should be completed for most, if not all, applicants by the transition date. These functional areas may be needed for any applicant appeals, additional disbursements, and other special circumstances. All proposals should be based upon this assumption. The underlying policies and processes of these functional areas should be a part of the knowledge transfer process (See Section 4.4).

Program changes that have been proposed for the SRPP include making a Direct Advance Funding Option available to applicants. Upon approval of the proposed Direct Advance Funding Option, applicants may have their files reviewed and a Construction Estimate-Cost To Repair inspection performed to determine the viability of the construction project. In addition, the applicant may utilize the services of a Construction Manager to ensure the damaged property is returned to the condition required by the Program. Recognizing that some applicants would prefer to proceed under the Incentive Option, each qualified applicant will be given a choice as to which Option they would prefer.

It is anticipated that much of the work associated with general program verification of the applications and initial property inspections for the Direct Advance Funding Option will be completed during the transition period. Any determinations regarding project feasibility and subsequent processing steps will be the responsibility of the incoming Prime Contractor.

The Contractor will be responsible for entering into appropriate arrangements with subcontractors and third party vendors necessary to complete the activities contemplated in this RFP. The Contractor will follow OCD/DRU/Road Home policies and will obtain directions from appropriate OCD/DRU staff.

### **4.2 CORE SERVICES**

The Contractor will be directly responsible for ensuring the accuracy, timeliness and completion of all tasks assigned under this contract. The scopes of work presented are based upon circumstances existing at the time the RFP was prepared. The State reserves the right to add to, modify, or delete the scopes listed above and, if appropriate, add additional scopes prior to and during the term of the Contract, subject to the appropriate Change Control processes.

Upon approval of the Direct Advance Funding modification to the SRPP, applicants will be given the opportunity to elect to be processed under the current Incentive Option or a Direct Advance Funding Option. Many core services serve both the Incentive and the Direct Advance Funding Option. The Core Services identified in 4.2.6 relate only to the Direct Advance Funding Option.

All applicants within the current applicant pool have received a Conditional Award. The Contractor will be responsible for administering the following scopes of work:

- 4.2.1 Program Operations and Administration
- 4.2.2 Verification
- 4.2.3 Benefit Determination
- 4.2.4 Pre Closing
- 4.2.5 Closing
- 4.2.6 Construction Management and Oversight
- 4.2.7 Compliance and Monitoring
- 4.2.8 Quality Assurance/Quality Control
- 4.2.9 Appeals
- 4.2.10 Issue Tracking, Fraud, Waste and Abuse Coordination
- 4.2.11 Document Management and Records Retention
- 4.2.12 Accounting and Reporting
- 4.2.13 Applicant Relations

#### 4.2.1 Program Operations and Administration

The Contractor will be responsible for Program Operations and Application Processing related to the Incentive and Direct Advance Funding Options of the *Small Rental Property Program*. A contractor has been solicited to provide IT Support and will report directly to the State and its designee. The Contractor will provide Program Operations, will work closely with the IT Contractor, the State and its designees in managing day-to-day operations, improving processes for quality and efficiency, implementing policy changes, and adapting to a Program Close-out Environment.

The Contractor will also provide website maintenance, portal maintenance and assist OCD/DRU with letter-writing as required. The Program Operations Functions are identified below and a scope of work and other relevant information is provided for each function. File Documentation, Document Management, Quality Control and Audit Support are embedded requirements for each functional area. The authorized hours of effort will be assigned on a case-by-case or Task Order basis.

The scopes presented are based upon circumstances existing at the time this RFP was released. The State reserves the right to add to, modify, or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the Contract, subject to the appropriate Change Control processes.

Additionally, the Contractor is responsible for monitoring its staff and its subcontractors. These activities include, but are not limited to:

1. Questionable internal or employee activities;

2. Review procedures to ensure that all procedures follow *Small Rental Property Program* policy and comply with federal requirements, updating procedures as necessary;
3. Conducting interviews with subcontracting managers to determine if the subcontractor is observing the various administrative-related requirements in their subcontract. Administrative-related requirements include the following, when applicable: Flow-Down Clauses, Incorporation of Prime Contract, Davis-Bacon, and Policies, Procedures, and Standards issued while implementing the *Small Rental Property Program*;
4. Review subcontractor's contract deliverables for determination that the subcontractors are in compliance with their contracts and CDBG requirements; and
5. Communicate potential risks, issues, statuses with the State.

#### 4.2.2 Verification

##### **Scope:**

To work with the applicant, third-party inspectors, title companies, lenders and other vendors to perform a complete eligibility verification of the applications within the *Small Rental Property Program*. To confirm that leases and tenant incomes meet *Small Rental Property Program* policies. Review of all open application, eligibility award determination, and/or owner/occupant issues.

##### **Programmatic Requirements:**

###### Applicant:

The applicant is required to provide documents identified below to the contractor and subcontractors as necessary to determine and verify eligibility. The applicant is required to allow access to the property as required by the Contractor or subcontractors to perform appraisals, cost estimates, and environmental reviews. The applicant will identify any current occupants.

###### Contractor:

The contractor is required to conduct onsite evaluations of the property, when applicable, verify the applicant's homestead exemption, perform a due diligence review of all documents required, provide on-site cost to repair estimates and review applicant-provided cost estimates. The contractor is required to obtain contact information for any occupants and notify the Compliance and Monitoring Manager of any occupants that were identified through the Verification process.

##### **Detailed Functional Requirements:**

The contractor will be responsible for the following items:

1. Conduct an on-site evaluation which includes collecting environmental review data. Send environmental review data to State for completion of environmental review processing.
2. For owner occupied units, verify the applicant has been granted homestead exemption for the property.
3. Determine if the appropriate property taxes have been paid.

4. Conduct a due diligence review of all documents required for eligibility determination, including the identity verification, preliminary title report, copy of existing leases and addendums (if applicable), tenant income verification (if applicable), appraisal (owner occupant transactions only), cost estimate, and ownership entity documents.
5. Perform a desk review of applicant submitted Cost To Repair documentation by examining signed contracts for work, proposals for work, receipts and invoices to determine if applicant provided cost estimates are valid and reasonable.
6. Coordinate a Cost To Repair on-site evaluations for applicants who request one, and properties for which the submitted Cost To Repair documentation is found inadequate and fails the desk review. The Contractor will perform a data quality review for all evaluations.
7. Obtain, from the applicant, all contact information for any occupants. Notify the Compliance and Monitoring Manager of any occupants that were identified through the Verification process. The Compliance and Monitoring Team will ensure that the applicant follows all regulations under the Uniform Relocation Act (URA).

**Systems and Interfaces:** Worltrac, HDS

#### **4.2.3 Benefit Determination**

**Scope:**

To prepare a loan summary for each application for submission to OCD/DRU upon completion of verification. Loan summaries are prepared at different time frames depending on the Program Option selected. For the Incentive Option, commitment letters are to be issued to applicants upon OCD/DRU's approval of the loan summary. To log the receipt of commitment letters and any applicant identified issues related to commitment letters.

Applicants approved under the Direct Advance Funding Option, will undergo a project feasibility analysis.

**Programmatic Requirements:**

*Applicant:*

Within the Incentive Option, the applicant/owner is to sign the commitment letter. This commitment letter indicates the dollar amount the applicant is eligible for once construction is complete and/or all construction requirements are fulfilled. It also outlines the details of an affordable rental loan agreement between Road Home and the applicant.

Within the Direct Advance Funding Option, the applicant/owner is to coordinate with the Contractor during the inspection process and provide documents required to perform the feasibility analysis.

*Contractor:*

The Contractor will prepare a loan summary for each eligible application and submit to OCD/DRU for approval. Once approved, the Contractor will notify the applicant. Contractor is



required to maintain regular communication with the applicant, requesting the returned signed letters from all applicants and follow up with applicants to make sure the letters are signed and returned.

File Documentation, Document Management, Quality Control and Audit Support are embedded requirements for this functional area.

#### **Detailed Functional Requirements:**

The contractor will be responsible for the following items:

1. Prepare loan summaries for OCD/DRU for eligible applications.
2. Issue letters to eligible applicants once loan is approved by OCD/DRU.
3. Monitor status of all letters; maintain contact with applicants with letters not signed and returned.
4. Log issues applicants are encountering which are causing delays in returning the signed commitment letter or complying with the program rules.
5. Upload signed letters into central repository.
6. Perform an internal quality review of each application upon receipt of the associated signed commitment letter.

#### **Systems and Interfaces: HDS**

##### **4.2.4 Pre-closing**

#### **Scope:**

Perform a due diligence review of all documents required from applicants of the *Small Rental Property Program* and third parties; ensure that the provided documents are sufficient according to program policies; assist applicants in providing appropriate documentation by addressing issues/questions raised by the applicant; generate closing documents; and schedule closings. For the Incentive Option, coordinate lead-based paint and final inspections.

#### **Programmatic Requirements:**

##### **Applicant:**

The applicant will provide documentation proving they are ready for closing.

For the Incentive Option, these required documents include, but are not limited to all verification documents, certificate of occupancy, tenant income certifications, signed leases, credit report, hazard/flood insurance, and list rental units on LAHousingSearch.org.

Upon OCD/DRU's approval of the Direct Advance Funding Option, the applicant's pre closing requirements will be determined.

Contractor:

The Contractor will facilitate the collection of all appropriate documentation to move applicant to closing.

File Documentation, Document Management, Quality Control and Audit Support are embedded requirements for this functional area.

**Detailed Functional Requirements:**

1. Collect and verify the following documents are present prior to scheduling closing:

*For General Pool:*

- Copy of Listing from LAHousingSearch.org
- Credit Report
- Subordination Agreement, if applicable
- Proof of Hazard/Casualty Insurance
- Proof of Flood Insurance

*In addition, for Non-Profit organizations:*

- Proof of Ownership/Site Control
  - 501(c)3 Designation
  - Board or equivalent authorization to proceed with application
  - Copies of organizational documents
  - Copy of By-Laws, if any
  - Copy of IRS Form 990
  - Letter of Good Standing from LA Secretary of State
  - List of Board of Directors
  - Supportive Services Plan, if Permanent Supportive Housing (PSH) was elected
    - PSH units must be linked with supportive services that are flexible and responsive to the needs of the individual, available when needed by PSH tenants, and accessible where the tenant lives, if necessary. PSH units must be linked with supportive services that are flexible and responsive to the needs of the individual, available when needed by PSH tenants, and accessible where the tenant lives, if necessary.
2. For all Incentive Option applicants:
    - a. Verify that the Certificate of Owner Occupancy (CO), Tenant Income Certification, Signed Leases are present;
    - b. Maintain communication with the applicant to understand construction status of property;
    - c. Coordinate with third party vendors to schedule lead-based paint risk assessment (if applicable) and final inspection.
  3. Upon OCD/DRU's approval of the Direct Advance Funding Option, the Contractor must ensure that the Construction Estimate-Cost To Repair inspection has been completed and that the project has undergone a feasibility analysis.
  4. Schedule closings once all appropriate documentation has been verified for completeness.

5. Assist applicants in obtaining appropriate documentation when issues arise.

### **Systems and Interfaces: HDS**

#### 4.2.5 Closing

##### **Scope:**

For all approved applications, the Contractor will notify and coordinate with the State for final approval. The Contractor will engage Closing Agent to conduct the closing on the application and recordation of the required documents. The Contractor will manage and provide support to the Closing Agents in addressing questions and issues related to each applicant's closing. The Contractor will coordinate funding requests between the Closing Agent company and the State.

Upon OCD/DRU's approval of the Direct Advance Funding Option, the OCD/DRU will establish processes and guidelines for performing Closings.

File Documentation, Document Management, Quality Control and Audit Support are embedded requirements for this functional area.

##### **Programmatic Requirements:**

###### Applicant:

The applicant will attend and arrange for all required attendees to attend the closing appointment(s), and provide all required documents.

###### Contractor:

The Contractor will be responsible for the following items:

- Coordinate with the State and Closing Agent to initiate the closing appointments for all files approved for closing.
- Monitor the funding requests and responses between the State and the title companies.
- Provide the Closing documents for each application approved for closing.
- Manage and coordinate the transmission of files and documents with the State and the Closing Agents.
- Coordinate the transmission of data generated during the Closing process and final recorded documents with the closing firms, State, and the Data Warehouse.

##### **Detailed Functional Requirements:**

1. The Contractor will identify files for closing and perform QA/QC review to ensure all program requirements are met prior to closing.
2. The Contractor will prepare and provide applicant information to the State for approval.
3. Once approved by the State, the Contractor will prepare and review the closing documents.
4. The Closing team will notify the Closing Agent after loans are approved for disbursement.

5. The Closing Agent requests funds via email to the Contractor prior to the closing date. The Contractor prepares the draw request for and submits to OCD/DRU.
6. The Contractor will review all the loans scheduled for closing and approve in HDS. The State will process the request and the funds will be released prior to the closing date.
7. Receive documentation of the completion of the financial transaction and of recorded documents from the closing firm.
8. Provide support for handling files that have been transmitted for closing but have been determined to be held because of potential errors, changes, or concerns about fraud.
9. Ensure the data generated during the Closing process has been received from the Closing Agent and saved in the central repository. Ensure the information is properly recorded in HDS.
10. Monitor and reconcile the award amounts approved by HUD, State, and disbursed to applicant.

**Systems and Interfaces:** HDS, Oracle

#### 4.2.6 Construction Management and Oversight

Upon OCD/DRU's approval of the Direct Advance Funding Option, Contractor may utilize a Construction Manager (CM) to directly supervise the inspection and construction completion process. Under the supervision of the CM, a detailed Construction Estimate-Cost To Repair Inspection may be performed. The Contractor may also perform an analysis to determine the project's feasibility. If the project is deemed feasible, the Contractor may work with the applicant in the selection of a contractor. The CM may oversee the construction project from the commencement to completion and perform periodic inspections that may serve as the basis for releasing funds to the applicant.

##### **Contractor:**

Upon approval of the Program design, it is anticipated that the Construction Management services may be provided for eligible applicants. Construction management services may include contracting with contractors, performing construction management, and continuous inspections.

The CM will also prepare a Construction Estimate-Cost To Repair inspection and provide for damaged properties. The Construction Estimate is a vital part of the construction management oversight process and includes the initial inspection, contractor selection, and eligible construction activities.

The CM will provide Construction oversight services for the reconstruction of damaged properties, which include periodic inspections of the property. The CM may also provide technical assistance to the applicants pertaining to contractor selection.

#### 4.2.7 Compliance and Monitoring

##### **Scope:**

To monitor the compliance dictated in the Rental Regulatory Agreements, loan documents, and other closing documents signed by all applicants. To send annual compliance letters and checklists to property owners who are selected in the sample. To verify all information submitted by property owner is recorded in the HDS and to contact the property owner if any items are missing or incomplete. To set up on-site visits and perform on-site monitoring interviews if necessary.

To ensure that applicants are conforming with all applicable Uniform Relocation Act (URA) guidelines. If tenants are identified throughout any point in the process, a due diligence must be performed to relocate the tenant, if required, and log appropriate actions into HDS.

File Documentation, Document Management, Quality Control and Audit Support are embedded requirements for this functional area.

##### **Programmatic Requirements:**

###### *Applicant:*

The applicant receives the grant and must fulfill the requirements as outlined within the applicable loan agreement, covenant agreement, and application.

###### *Contractor:*

The contractor is required to:

1. Monitor a statistically significant number of homeowners that received grants for compliance with the covenants and program requirements.
2. Ensure that procedures are in compliance with CDBG, state and federal guidelines.
3. Ensure that property owners are conforming with all applicable URA guidelines.
4. To report findings to the State as requested.

##### **Detailed Functional Requirements:**

The contractor is required to perform the following:

1. Conduct annual desk monitoring by mailing annual compliance letters and checklists to sampled applicants to monitor compliance.
2. Receive, enter into HDS, and evaluate returned compliance letters and checklists.
3. Contact property owners who returned incomplete compliance letters.
4. In addition to the compliance letter, the contractor will analyze the annual rent and tenant income and property insurance policies and taxes from selected property owners:
5. Generate customized follow-up letters for property owners who did not return a compliance letter, were missing items, or revealed the property was out of compliance.

6. Set up and conduct on-site inspections of those selected in sample.
7. Fill out onsite monitoring form at inspection and then validate information gathered to information in property owner's file.
8. Review rental applications in the owner's tenant file for compliance.
9. When applicable, conduct exit interviews with property owner to discuss any findings or concerns and to follow up on any outstanding questions which arose during the desk or onsite review.
10. To ensure applicant compliance to URA requirements, interview applicants and tenants when it is identified that the unit is occupied. If occupants are identified, arrange a site visit to make an assessment to:
  - a. Determine the condition of the property identifying the level of damage as moderate, substantial or total.
  - b. Determine how many units are occupied.
  - c. Contact each Tenant an Occupant Survey for the household. The Occupant Survey identifies the tenants' housing needs and choices.
  - d. Review tenant's eligibility for assistance based on income and household size.

Create a tenant relocation plan, if applicable; obtain a signed acknowledgement from the applicant of the defined tenant relocation plan. Enter all information into HDS.

#### **Systems and Interfaces: HDS**

#### **4.2.8 Quality Assurance/Quality Control**

##### **Scope:**

To perform routine quality checks of all operational/functional areas to ensure that program performance standards are being met. Report results to *Small Rental Property Program* management on a routine basis.

To perform a comprehensive final review of all applicant files, as part of the *Small Rental Property Program* quality assurance process. The file for each applicant must be reviewed for accuracy and completeness prior to being archived.

File Documentation, Document Management, Quality Control and Audit Support are embedded requirements for this functional area.

Applicant files will be retained according to the State's record retention policy. This includes the physical applicant file as well as an electronic version.

##### **Detailed Functional Requirements:**

Perform routine quality checks of the operational areas:

1. Survey internal operations to ensure that *Small Rental Property Program* policies and procedures are in place and being followed;
2. Ensure that operational processes have adequate controls in place to comply with CDGB, federal or state requirements;

3. Perform analytics to identify application files that potentially do not comply with CDGB, federal or state requirements; and
4. Review files for accuracy and completeness.

**Systems and Interfaces:** HDS, Business Objects

#### 4.2.9 Appeals

**Scope Statement:**

To process all appeals within the Program defined policies, timeframes, and contract defined performance measures. Appeal reviews should be performed by a group independent of the primary applicant eligibility and benefit determination teams. File documentation, document management, quality control and audit support are embedded requirements for this functional area.

**Programmatic Requirements:**

**Applicant:**

The applicant is required to submit their appeal within the Program policy and defined timeframes.

**Contractor:**

The contractor is required to receive, review, process, and respond to appeals submitted by applicants according to state program policies and procedures. When required, the contractor is to work with OCD/DRU to process appeals through the state review process.

**Detailed Functional Requirements:**

The contractor will be responsible for the following items:

1. Attempt to resolve the concern or complaint with the applicant over the phone, and if unable to resolve the issue advise the applicant to submit a formal appeal in writing.
2. Record all communications with the applicant in the JIRA case file and on the Appeals Communication Log.
3. Make a final determination by either approving, denying, or otherwise dismissing the appeal.
4. Notify the applicant of the final determination by sending them an appeal determination report.

NOTE: Final Appeal to State – If the applicant is not satisfied with the appeal determination letter, the applicant's final recourse is to issue a formal written appeal to the State of Louisiana Office of Community Development (OCD). If the OCD review panel does not have sufficient documentation to make a determination on an appeal, a member from the panel will contact the advisor and/or landlord to obtain the additional information. Once the sufficient information is obtained, the OCD review panel will reconsider the case and make a decision.

**Systems and Interfaces:** HDS, Data Warehouse, JIRA

#### 4.2.10 Issue Tracking and Fraud, Waste and Abuse Coordination

##### **Scope:**

To perform process management, file review, reporting and document management, coordinate with Fraud, Waste and Abuse Contractor as required for:

1. Internal and external audits (Federal, State Agency and Legislative);
2. Potential fraud investigations; and
3. Responses to Freedom of Information Act requests, subpoenas, and prosecutorial support.

File documentation, document management, quality control and issue tracking are also embedded requirements for this functional area.

##### **Programmatic Requirements:**

###### Applicant:

The applicant applies for the grant and is processed through the system for the applicable program(s).

###### Contractor:

The contractor is required to establish best management practices to:

1. Facilitate external audits requested by the State and respond to external audit findings;
2. Identify and research any potentially fraudulent applications;
3. Coordinate as requested with appropriate prosecutorial agencies;
4. Respond to requests for documents, subpoenas; and,
5. To report findings to the State.

##### **Detailed Functional Requirements:**

The Contractor is required to perform the following:

###### *Potential Fraudulent Activity:*

1. Identify and research files associated with any potentially fraudulent application activity.
2. Coordinate and work with appropriate prosecutorial agencies to resolve.
3. Update systems to prevent further processing until resolved.

###### *Facilitate external audits:*

1. Provide support to external auditing companies, HUD and the State, as requested.
2. Respond to external audit findings.

###### *Prosecutorial Agencies and Document Requests:*

1. Coordinate with appropriate prosecutorial agencies.
2. Respond to requests for documents, subpoenas, etc.

**Systems and Interfaces:** eGrants Plus, Data Warehouse, SharePoint, JIRA, Excel spreadsheets



#### 4.2.11 Document Management and Records Retention

##### **Scope:**

To store and retrieve physical documents and electronic images of all paper documents, applicant-related emails, correspondence, training material, and policy and procedures associated with the *Small Rental Property Program*. Documents and images must be stored in a secure environment for quick retrieval. The documents and images must be stored and archived according to Program, State and Federal guidelines for record retention. All incoming documents must be processed, scanned into central repository, and logged in HDS. File documentation, document management, quality control and issue tracking are also embedded requirements for this functional area.

##### **Programmatic Requirements:**

###### **Applicant:**

The applicant provides documents related to application and homeowner file throughout the application process.

###### **Contractor:**

The Contractor is required to:

1. Retain, archive and dispose of records according to Program, State, and Federal record retention policies.
2. Design and implement specialized systems for managing documents and electronic images; the systems must be integrated with existing Small Rental Property Program systems.
3. Receive and process incoming Program related documents according to program requirements.
4. Send mail to applicants as required.
5. Attempt to locate the applicant's current address if mail is returned.
6. Report the status of mailings sent/received, as requested by the State.

Mailings required to be sent and mail received from applicants include, but is not limited to:

1. Closing Documents
2. Appeal Letters
3. Commitment Letters
4. Appeal Determinations
5. Insurance Documents
6. Electronic Bank Transfers

##### **Detailed Functional Requirements:**

The contractor is required to:

1. Administer a records retention plan for *Small Rental Property Program*:

- a. Identify existing and new applicant documents and images, classify them, and store them for easy retrieval.
  - b. Identify the location where the documents will be stored for current access and the location where the documents will be archived for long-term access.
  - c. Retrieval method must include search capability for all documents assigned to a specific applicant; Search functionality must allow inquiries by applicant name, co-applicant name or application ID.
2. Implement a records retention plan to be used to organize the documents for later retrieval.
  3. The application files (physical and electronic) must be stored in a secure environment.
  4. Files (physical and electronic) must be readily available for public records requests. Public records requests must be integrated with the compliance and investigation process for any files under investigation.
  5. Ensure that a process is in place to prevent destruction of the files from natural disasters, flood, fire, sabotage or theft.
  6. Verify closing documents, create folders for each file, and file numerically by Application ID number.
  7. Research inquiries regarding missing documents or any pertinent information required.
  8. Provide reports to management as requested.
  9. Maintain an inventory of all documents.
  10. Ensure documents are processed according to program deadlines.
  11. Provide documents to Audit team and State as requested.

#### **Systems and Interfaces: HDS**

#### **4.2.12 Accounting and Reporting**

##### **Scope:**

Account for and reconcile all federal funds requested and drawn from HUD for the *Small Rental Property Program* and awarded to grant recipients. To account for and reconcile all funds returned by applicants and their insurance companies to the *Small Rental Property Program* (through the insurance subrogation process). To account for all other funds returned by applicants and those who decide to no longer participate in the Program. The Contractor will administer the collection and processing of insurance subrogation funds. These funds will be reviewed and accounted for according to Program policies and procedures. See *Exhibit 3* for a list of the reports produced by the current contractor, ICF. File documentation, document management, quality control and issue tracking are also embedded requirements for this functional area.

##### **Programmatic Requirements:**

##### **Applicant:**

Applicant is required to comply with the terms of the subrogation agreement.

##### **Contractor:**

A reconciliation of federal funds disbursed and funds recovered among the following systems: HDS; Closing Agents and the State Treasury.

Preparation of all required production reports on an agreed to periodic basis.

**Detailed Functional Requirements:**

The Contractor will be responsible for the following items:

1. Ensure that subrogation and Program requirements have been met.
2. Provide the following Deliverables:
  - a. Report at the end of each month until the contract end date that reconciles the awards and recoveries between HDS; Closing Agents and State Treasury.
  - b. Detail financial reports by loan type.
  - c. Detailed support for all reconciling items.
  - d. Certification of the information by Contractor Authorized official.
  - e. Production reports of activities and services provided by the Contractor.

**Systems and Interfaces:** HDS, Closing Agents, State Treasury

#### 4.2.13 Applicant Relations

The Contractor will maintain a Customer Service Call Center, staffed to provide program support for inquiries made by the applicants. The Customer Service Call Center should be equipped to accept requests by phone, email, or online web submission. Telephone submissions should be available through a toll-free phone number.

All calls shall be tracked in a system of record. This system should allow categorization of requests, (e.g. application status, appeals, program questions.) Measurement of resolution time for these categorizations and prioritizations will be part of the service level standards used to evaluate the Contractor.

The system should support building a knowledge base from frequently asked questions and leverage such information accumulated by the current contractor ICF. Proposers may recommend publishing the knowledge base and/or a frequently asked questions (FAQ) list online for users to search directly.

Customer Service Call Center specifics shall be made available to the Project Management Office either on a regular schedule or on demand.

The Customer Service Call Center should be staffed appropriately for agreed upon service levels and for the amount of user support projected to be required for these systems. The Contractor should be able to scale Call Center staff during planned program outreach or closeout of functional program areas.

Customer Service Call Center staff should be trained to understand all program policies and procedures and have a reasonable understanding of the goals of the State.

The Contractor will coordinate outreach efforts, including call-out campaigns and letter campaigns. The Contractor will also coordinate and advertise outreach events as required by OCD/DRU. The Contractor will provide written correspondence to all applicants to relay the status of their file at critical stages. File documentation, document management, quality control and issue tracking are also embedded requirements for this functional area.

## **Support Hours**

Customer Service Call Center support will be provided from 9:00 AM to 5:00 PM, Central Time, Monday through Friday, excluding State holidays.

### **4.3 ACTIVE APPLICATION ASSUMPTION**

The work in process and active application assumptions will be provided with the Response to Inquiries from the Proposers due on January 16, 2009.

### **4.4 KNOWLEDGE TRANSFER**

Contractor's key staff resources must be ready to begin working in Baton Rouge within one week after contract execution (barring personal emergencies, which will be addressed on a case by case basis). For purposes of this requirement, key staff resources are defined as the following:

Program Director plus any proposed additional management resources (e.g., Operations Manager, Transition Coordinator)

Lead resources or managers for the following:

1. Program Operations and Administration
2. Verification
3. Benefit Determination
4. Pre-Closing
5. Closing
6. Construction Management and Oversight
7. Compliance and Monitoring
8. Quality Assurance/Quality Control
9. Appeals
10. Issue Tracking and Fraud, Waste and Abuse Coordination
11. Document Management and Records Retention
12. Accounting and Reporting
13. Applicant Relations

Initially, these key resources will concentrate primarily on knowledge transfer activities that will be developed by the State and its current contractors. The activities will target specific knowledge transfer objectives, including policies and procedures regarding all *Small Rental Property Program* requirements, and will include documentation review, interviews, discussion, and shadowing. Proposers are invited to offer their own ideas for achieving effective knowledge transfer.

### **4.5 ANTICIPATED LEVEL OF EFFORT**

The State of Louisiana (the State) estimates that this project will require the following approximate level of effort for the Transition, Production, and Closeout.

Please note that the State estimate is only put in place for Proposers to ascertain the approximate level of effort for each task and to prepare the Cost Proposal. However, this is not to be construed as either mandatory or necessarily the best technical approach. It is only in place as a

reference to allow Proposers to better understand the general scope of this effort from the State's perspective. The State is seeking the best level of effort and labor mix your company feels is right to accomplish the mission contained in this task statement. If you feel either the labor categories or overall level of effort provided are not your best technical solution, you are strongly encouraged and expected to submit a level of effort consistent with your technical/cost approach.

<b>Program Management and Operations</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	1	1	1
Senior Manager	1	1	1
Subject Matter Expert	0	0	0
Manager	0	0	0
Analyst 3	1	2	1
Analyst 2	1	1	1
Analyst 1	0	0	0
Administrative Assistant	1	1	1
Total	5	6	5

<b>Verification</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	0	0	0
Subject Matter Expert	1	1	1
Manager	0	0	0
Analyst 3	1	1	1
Analyst 2	1	2	1
Analyst 1	1	1	1
Administrative Assistant	0	0	0
Total	4	5	4

<b>Benefit Determination</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	1	1	1
Subject Matter Expert	0	0	0
Manager	0	0	0
Analyst 3	1	4	1
Analyst 2	1	2	1
Analyst 1	1	4	1
Administrative Assistant	0	0	0
Total	4	11	4

<b>Pre-Closing</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	0	0	0
Subject Matter Expert	0	0	0
Manager	1	1	1
Analyst 3	1	1	1
Analyst 2	1	2	1
Analyst 1	1	3	1
Administrative Assistant	0	0	0
Total	4	7	4

<b>Closing</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	1	1	1
Subject Matter Expert	0	0	0
Manager	0	0	0
Analyst 3	1	1	1
Analyst 2	1	3	2
Analyst 1	1	5	3
Administrative Assistant	1	1	1
Total	5	11	8

<b>Construction Management and Oversight</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	1	1	1
Subject Matter Expert	0	0	0
Manager	1	1	1
Analyst 3	5	7	5
Analyst 2	1	1	1
Analyst 1	4	6	4
Administrative Assistant	0	0	0
Total	12	16	12

<b>Compliance and Monitoring</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	0	0	0
Subject Matter Expert	0	.25	0
Manager	1	1	1
Analyst 3	0	0	0
Analyst 2	2	4	1
Analyst 1	1	1	2
Administrative Assistant	0	0	0
Total	4	6.25	4

<b>Quality Assurance/Quality Control</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	1	1	1
Subject Matter Expert	0	0	0
Manager	0	0	0
Analyst 3	0	0	0
Analyst 2	1	1	1
Analyst 1	1	2	1
Administrative Assistant	0	0	0
Total	3	4	3

<b>Appeals</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	0	0	0
Subject Matter Expert	0	0	0
Manager	1	1	1
Analyst 3	0	0	0
Analyst 2	1	2	1
Analyst 1	1	2	1
Administrative Assistant	0	0	0
Total	3	5	3

<b>Issue Tracking &amp; FWA Coordination</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	0	0	0
Subject Matter Expert	0	0	0
Manager	0	0	0
Analyst 3	1	1	1
Analyst 2	1	1	1
Analyst 1	0	0	0
Administrative Assistant	0	0	0
Total	2	2	2
<b>Document Management &amp; Records Retention</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	0	0	0
Subject Matter Expert	0	0	0
Manager	0	0	0
Analyst 3	1	1	1
Analyst 2	0	0	0
Analyst 1	2	2	1
Administrative Assistant	0	2	1
Total	3	5	3

<b>Accounting &amp; Reporting</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	0	0	0
Subject Matter Expert	0	.25	0
Manager	1	1	1
Analyst 3	0	0	0
Analyst 2	1	2	1
Analyst 1	1	1	1
Administrative Assistant	0	0	0
Total	3	4.25	3

<b>Applicant Relations</b>	Transition FTE	Production FTE	Ramp Down FTE
Principal	0	0	0
Senior Manager	0	0	0
Subject Matter Expert	0	0	0
Manager	1	1	1
Analyst 3	0	0	0
Analyst 2	1	1	1
Analyst 1	2	3	2
Administrative Assistant	0	0	0
Total	4	5	4

#### 4.5.1 Anticipated Labor Categories

##### 4.5.1.1 PROJECT OPERATIONS AND ADMINISTRATION

###### **Principal**

The Principal acts as the Project Manager. The Project Manager controls and supervises all functional managers to ensure that all Program deliverables and deadlines are met. The Project Manager is responsible for developing a monitoring plan for the Program as well as negotiating contracts for any required subcontractors or vendors. The Project Manager is expected to provide high level expertise across a broad range of business and related subject matter areas including public sector, large project procurement, change management, and consensus building.

The Principal must have 7 or more years of large-scale project management experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required; advanced degrees and certifications are desired.

###### **Senior Manager**

Senior Manager will maintain a complete understanding of all applicable program policies and requirements. The Senior Manager within Project Operations and Administration serves as Project Manager for the Direct Advance Funding Option. They assist in the oversight of managers and in the distribution of resources within the Direct Advance Funding Option.

Senior Managers must have 7 or more years of relevant experience, with a 4 year bachelor's degree in Business or Finance. A combination of education and relevant experience will also be considered.



**Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance. A combination of education and relevant experience will also be considered.

**Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

**Analyst 3**

The Analyst 3 is responsible for monitoring, tracking, and reporting on various aspects of the Project. Analyst 3 may specialize within specific segments of the Program. Analysts 3 are responsible for ensuring that all functions within the Program Option are coordinated.

The Analyst 3 must have 3 or more years of large-scale project management experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required.

**Analyst 2**

Analyst 2 provides support with day-to-day project management activities, including sub-contractor monitoring and reporting. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They act as a single point-of-contact throughout the pre-closing phase of an application.

Analyst 2 must have 2 or more years of large-scale project, contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 1**

Analyst 1 provides support with day-to-day project management activities, including sub-contractor monitoring and reporting. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established.

Analyst 1 must have 1 or more years of large-scale project, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Administrative Assistant**

Administrative Assistant provides support to the Assistant Project Manager and Project Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive software skills are required.

The Administrative Assistant must have at least 3 years of experience in which clerical work was a major duty. An associate degree is preferred, relevant work experience in lieu of a degree will be considered.

#### **4.5.1.2 VERIFICATION**

##### **Principal**

The Principal controls and supervises all managers within the functional area to ensure that all functional area deliverables and deadlines are met. The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

The Principal must have 7 or more years of large-scale project management experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required; advanced degrees and certifications are desired.

##### **Senior Manager**

Senior Manager will maintain a complete understanding of all applicable program policies and requirements. They assist in the oversight of managers and in the distribution of resources within the functional area.

Senior Managers must have 7 or more years of relevant experience, with a 4 year bachelor's degree in Business or Finance.

##### **Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance.

##### **Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

##### **Analyst 3**

Analyst 3 is responsible for processing applications within the functional area. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 3 may serve a managerial role within the functional area and/or provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 may specialize in specific subjects within the functional area.

Analyst 3 must have 3 or more years of large-scale project experience contributing at a senior functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 2**

Analyst 2 is responsible for processing applications within the functional area with limited supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Conduct due diligence review of all documents required to create Commitment Letter. Perform a desk review of applicant submitted Cost To Repair.

Analyst 2 must have 2 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 1**

Analyst 1 is responsible for processing applications within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Coordinate subcontractor activities. Verify homestead exemption for the property.

Analyst 1 must have 1 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive office productivity software skills are required.

**4.5.1.3 BENEFIT DETERMINATION****Principal**

The Principal controls and supervises all managers within the functional area to ensure that all functional area deliverables and deadlines are met. The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

The Principal must have 7 or more years of large-scale project management experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required; advanced degrees and certifications are desired.

**Senior Manager**

Senior Manager will maintain a complete understanding of all applicable program policies and requirements. They assist in the oversight of managers and in the distribution of resources within the functional area.

Senior Managers must have 7 or more years of relevant experience, with a 4 year bachelor's degree in Business or Finance.

**Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance.

**Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

**Analyst 3**

Analyst 3 serves as an Underwriter within the functional area. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 3 may serve a managerial role within the functional area and/or provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 may specialize in specific subjects within the functional area. Analyst 3 prepares loan summaries to be reviewed by the State.

Analyst 3 must have 3 or more years of large-scale project experience contributing at a senior functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 2**

Analyst 2 is responsible for processing applications within the functional area with limited supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Perform an internal quality review of each application upon receipt of the associated signed commitment letter.

Analyst 2 must have 2 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 1**

Analyst 1 is responsible for processing applications within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Issue commitment letters once loan is approved by OCD/DRU. Process commitment letters and monitor status of all commitment letters. Provide regular contact with applicant until commitment letter is returned. Log issues applicants are encountering which are causing delays in returning the signed commitment letter or complying with the program rules.

Analyst 1 must have 1 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

#### **Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive office productivity software skills are required.

### **4.5.1.4 PRE-CLOSING**

#### **Principal**

The Principal controls and supervises all managers within the functional area to ensure that all functional area deliverables and deadlines are met. The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

The Principal must have 7 or more years of large-scale project management experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required; advanced degrees and certifications are desired.

#### **Senior Manager**

Senior Manager will maintain a complete understanding of all applicable program policies and requirements. They assist in the oversight of managers and in the distribution of resources within the functional area.

Senior Managers must have 7 or more years of relevant experience, with a 4 year bachelor's degree in Business or Finance.

#### **Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance.

#### **Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

#### **Analyst 3**

Analyst 3 is responsible for processing applications within the functional area. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and

review all cases within the guidelines established. Analyst 3 may serve a managerial role within the functional area and/or provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 provides expertise with regards to the documentation required within this functional area.

Analyst 3 must have 3 or more years of large-scale project experience contributing at a senior functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

#### **Analyst 2**

Analyst 2 is responsible for processing applications within the functional area with limited supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 2 assists applicants in obtaining appropriate documentation when issues arise.

Analyst 2 must have 2 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

#### **Analyst 1**

Analyst 1 is responsible for processing applications within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 1 coordinates with third party vendors and applicants in tracking, scheduling, receiving and communicating results of inspections.

Analyst 1 must have 1 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

#### **Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive office productivity software skills are required.

### **4.5.1.5 CLOSING**

#### **Principal**

The Principal controls and supervises all managers within the functional area to ensure that all functional area deliverables and deadlines are met. The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

The Principal must have 7 or more years of large-scale project management experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required; advanced degrees and certifications are desired.

#### **Senior Manager**

Senior Manager will maintain a complete understanding of all applicable program policies and requirements. They assist in the oversight of managers and in the distribution of resources within the functional area. Monitor and reconcile the disbursement funded by the State and HUD. The Senior manager will review all the loans scheduled for closing and approve in HDS.

Senior Managers must have 7 or more years of relevant experience, with a 4 year bachelor's degree in Business or Finance.

### **Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance.

### **Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

### **Analyst 3**

Analyst 3 is responsible for processing applications within the functional area. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 3 may serve a managerial role within the functional area and/or provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 may specialize in specific subjects within the functional area.

Analyst 3 must have 3 or more years of large-scale project experience contributing at a senior functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

### **Analyst 2**

Analyst 2 is responsible for processing applications within the functional area with limited supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analysts 2 prepare and review closing documents. They provide support for handling files that have been transmitted for closing but contain issues.

Analyst 2 must have 2 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

### **Analyst 1**

Analyst 1 is responsible for processing applications within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They will

perform quality review to ensure all program requirements are met prior to closing. Analyst 1 receives documentation of the completion of the financial transaction and of recorded documents from the closing firm.

Analyst 1 must have 1 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

#### **Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive office productivity software skills are required.

### **4.5.1.6 CONSTRUCTION MANAGEMENT AND OVERSIGHT**

**The staffing levels and job descriptions within this function are based on preliminary design of the Direct Advance Funding Option. The requirements of this Option may change as the Option design is approved by OCD/DRU. All proposers should respond using the preliminary design information for this Option contained in this RFP.**

#### **Principal**

The Principal controls and supervises all managers within the functional area to ensure that all functional area deliverables and deadlines are met. The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

The Principal must have 7 or more years of large-scale project management experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required; advanced degrees and certifications are desired.

#### **Senior Manager**

Senior Manager will maintain a complete understanding of all applicable program policies and requirements. The Senior Manager within this functional area serves as the Construction Manager (CM ). The CM may responsible for all functions within the Direct Advance Funding Option including, but not limited to construction estimates, project feasibility analysis, inspections, disbursements, contractor management and monitoring. The CM may also approve draw requests and funding disbursements. They assist in the oversight of managers and in the distribution of resources within the functional area.

Senior Managers must have 7 or more years of relevant experience, with a 4 year bachelor's degree in Business or Finance.

#### **Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance.



**Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

**Analyst 3**

Analyst 3 will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 3 may serve a managerial role within the functional area and/or provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 may specialize in specific subjects within the functional area, including but not limited underwriting.

Analyst 3 must have 3 or more years of large-scale project experience contributing at a senior functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 2**

Analyst 2 is responsible for processing applications within the functional area with limited supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures. Analyst 2 may coordinate inspections and draw requests as required.

Analyst 2 must have 2 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 1**

Analyst 1 is responsible for processing applications within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established.

Analyst 1 must have 1 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive office productivity software skills are required.

#### **4.5.1.8 COMPLIANCE AND MONITORING**

##### **Principal**

The Principal controls and supervises all managers within the functional area to ensure that all functional area deliverables and deadlines are met. The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

The Principal must have 7 or more years of large-scale operational managerial experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required; advanced degrees and certifications are desired.

##### **Senior Manager**

Senior Manager will maintain a complete understanding of all applicable program policies and requirements. The team is responsible for conducting compliance and monitoring activities to ensure that applicants are in compliance with requirements. They provide oversight of managers and in the distribution of resources within the functional area.

Senior Managers must have 7 or more years of relevant experience, with a 4 year bachelor's degree in Business or Finance. A combination of education and relevant experience will also be considered.

##### **Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance. A combination of education and relevant experience will also be considered.

##### **Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

##### **Analyst 3**

Analyst 3 is responsible for processing applications within the functional area. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 3 may serve a managerial role within the functional area and/or provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 may specialize in specific subjects within the functional area.

Analyst 3 must have 3 or more years of large-scale project experience contributing at a senior functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 2**

Analyst 2 is responsible for processing applications within the functional area with limited supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Assist the applicant in developing a tenant relocation plan.

Analyst 2 must have 2 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 1**

Analyst 1 is responsible for processing applications within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 1 provide support to Analyst 2 in contacting and logging applicants and occupants while processing through the URA process.

Analyst 1 must have 1 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive office productivity software skills are required.

The Administrative Assistant must have at least 3 years of experience in which clerical work was a major duty. An associate degree is preferred, relevant work experience in lieu of a degree will be considered.

**4.5.1.9 QUALITY ASSURANCE/QUALITY CONTROL****Principal**

The Principal is responsible for monitoring program controls are in place to maintain a high level of quality control is met. They supervise all managers within the functional area to ensure that all functional area deliverables and deadlines are met. The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

The Principal must have 7 or more years of large-scale operational auditing experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required; advanced degrees and certifications are desired.

**Senior Manager**

Senior Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They assist in the oversight of managers and in the distribution of resources within the functional area.

Senior Manager must have a minimum of 7 years of relevant experience, with a 4 year bachelor's degree in Business or Finance. A combination of education and relevant experience will also be considered.

### **Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance. A combination of education and relevant experience will also be considered.

### **Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

### **Analyst 3**

Analyst 3 is responsible for processing applications within the functional area. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 3 may serve a managerial role within the functional area and/or provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 may specialize in specific subjects within the functional area.

Analyst 3 must have 3 years relevant work experience, with a BA in Business, Finance or similar field. A combination of education and relevant experience will also be considered.

### **Analyst 2**

Analyst 2 is a Senior Staff member responsible for processing applications within the functional area with limited supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They work under the direct supervision of managers. Analyst 2 will provide applicants with status updates and request missing documentation as needed. Analyst 2 will also determine when an applicant's file can be sent forward for disposition as directed.

Staff must have 2 years relevant work experience, with a BA in Business, Finance or similar field. A combination of education and relevant experience will also be considered.

### **Analyst 1**

Analyst 1 is responsible for processing applications within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 1 will provide support to Analyst 2 and 3, contacting the applicant as necessary under direct supervision.

An associate degree is preferred, relevant work experience in lieu of a degree will be considered.

#### **Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive office productivity software skills are required.

The Administrative Assistant must have at least 3 years of experience in which clerical work was a major duty. An associate degree is preferred, relevant work experience in lieu of a degree will be considered.

### **4.5.1.10 APPEALS**

#### **Principal**

The Principal controls and supervises all managers within the functional area to ensure that all functional area deliverables and deadlines are met. The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

The Principal must have 7 or more years of large-scale operational managerial experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required; advanced degrees and certifications are desired.

#### **Senior Manager**

Senior Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They assist in the oversight of managers and in the distribution of resources within the functional area.

Senior Manager must have a minimum of 7 years of relevant experience, with a 4 year bachelor's degree in Business or Finance. A combination of education and relevant experience will also be considered.

#### **Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance. A combination of education and relevant experience will also be considered.

#### **Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

**Analyst 3**

Analyst 3 is responsible for processing applications within the functional area. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 3 may serve a managerial role within the functional area and/or provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 may specialize in specific subjects within the functional area.

Analyst 3 must have 3 or more years of large-scale project experience contributing at a senior functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 2**

Analyst 2 is responsible for advising applicants during the appeals process, with limited supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established.

Analyst 2 must have 2 or more years of large-scale project experience contributing at a senior functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 1**

Analyst 1 is responsible for processing applications within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established.

Analyst 1 must have 1 or more years of large-scale project experience contributing at a senior functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive office productivity software skills are required.

The Administrative Assistant must have at least 3 years of experience in which clerical work was a major duty. An associate degree is preferred, relevant work experience in lieu of a degree will be considered.

**4.5.1.11 ISSUE TRACKING AND FRAUD, WASTE, AND ABUSE COORDINATION****Principal**

Principal will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. The team provides support for internal and external audits (Federal, State and Legislative). The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

Principal must have twelve or more years of experience in public accounting, with a 4 year bachelor's degree in Business or Finance; and must hold advanced degrees and certifications.

### **Senior Manager**

Senior Manager is responsible for assisting the Principal with managing audit functions and quality control within the Program. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They assist in the oversight of managers and in the distribution of resources within the Issue Tracking and Fraud, Waste, Abuse Coordination Team.

Senior Manager must have 7 or more years of relevant experience, with a 4 year bachelor's degree in Business or Finance; and must hold advanced degrees and certifications. A combination of education and relevant experience will also be considered.

### **Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance. A combination of education and relevant experience will also be considered.

### **Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

### **Analyst 3**

Analyst 3 is responsible for processing applications within the functional area. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 3 may serve a managerial role within the functional area and/or provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 may specialize in specific subjects within the functional area.

Analyst 3 must have 3- years relevant work experience, with a BA in Business, Finance or similar field. A combination of education and relevant experience will also be considered.

### **Analyst 2**

Analyst 2 is responsible for processing applications within the functional area with limited supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established.

Staff must have 2 years relevant work experience, with a bachelor's degree in Business, Finance or similar field. A combination of education and relevant experience will also be considered.

### **Analyst 1**

Analyst 1 is responsible for processing applications within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established.

Analyst 1 must have 1 year relevant work experience, with a bachelor's degree in Business, Finance or similar field. A combination of education and relevant experience will also be considered.

#### **Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive software skills are required.

The Administrative Assistant must have at least 3 years of experience in which clerical work was a major duty. An associate degree is preferred, relevant work experience in lieu of a degree will be considered.

### **4.2.1.12 DOCUMENT MANAGEMENT AND RECORD RETENTION**

#### **Principal**

The Principal controls and supervises all managers within the functional area to ensure that all functional area deliverables and deadlines are met. The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

The Principal must have 7 or more years of large-scale operational managerial experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required; advanced degrees and certifications are desired.

#### **Senior Manager**

Senior Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures. They assist in the oversight of managers and in the distribution of resources within the functional area.

Senior Manager must have a minimum of 7 years of relevant experience, with a 4 year bachelor's degree in Business or Finance. A combination of education and relevant experience will also be considered.

#### **Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance. A combination of education and relevant experience will also be considered.



**Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

**Analyst 3**

Analyst 3 is responsible for processing applications within the functional area. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 3 may serve a managerial role within the functional area and/or provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 may specialize in specific subjects within the functional area.

Analyst 3 must have 3 or more years of large-scale project experience contributing at a senior functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 2**

Analyst 2 is responsible for processing applications within the functional area with limited supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established.

Analyst 2 is responsible for processing incoming applicant documents, assist with coordination mailings to applicants, retrieve electronic and physical files as requested, and log applicant documents with limited supervision.

Analyst 2 must have 2 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Analyst 1**

Analyst 1 is responsible for processing applications within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 1 will assist in processing incoming documents, ensure that all documents are filed appropriately and provide support to Analyst 2, Analyst 3, and management.

Analyst 1 must have 1 or more years of large-scale project experience contributing at a functional analyst level, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

**Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive office productivity software skills are required.

The Administrative Assistant must have at least 3 years of experience in which clerical work was a major duty. An associate degree is preferred, relevant work experience in lieu of a degree will be considered.

#### **4.2.1.13 ACCOUNTING AND REPORTING**

##### **Principal**

The Principal controls and supervises all managers within the functional area to ensure that all functional area deliverables and deadlines are met. The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

Principal must have twelve or more years of experience in public accounting, with a 4 year bachelor's degree in Business or Finance; and must hold advanced degrees or certifications as required to obtain certification as a Certified Public Accountant (CPA).

##### **Senior Manager**

Senior Manager will maintain a complete understanding of all applicable program policies and requirements. They assist in the oversight of managers and in the distribution of resources within the functional area.

Senior Manager must have 7 or more years of relevant experience, with a 4 year bachelor's degree in Business or Finance; and must hold advanced degrees or certifications as required to obtain certification as a Certified Public Accountant (CPA).

##### **Manager**

Manager will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They will manage program reporting and accounting functions, including reconciliation of all federal funds requested and drawn from HUD, and funds returned by applicants. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. They assist in the oversight of managers and in the distribution of resources within the Accounting and Reporting Team. They provide direct supervision to Analysts, Subject Matter Experts, and Administrative Assistants.

Manager must have 3-5 years of relevant experience, with a 4 year bachelor's degree in Business or Finance; and must hold advanced degrees or certifications as required to obtain certification as a Certified Public Accountant (CPA).

##### **Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

**Analyst 3**

Analyst 3 is a Senior Staff responsible for providing support to management in within program reporting and accounting functions. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Analyst 3 may provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 may specialize in specific subjects within the functional area.

Analyst 3 must have 3 years relevant work experience, with a BA in Business, Finance or similar field. A combination of education and relevant experience will also be considered.

**Analyst 2**

Analyst 2 is responsible for providing support to Analyst 3 and management within program reporting and accounting functions with limited supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established.

Analyst 2 must have 2 years relevant work experience, with a BA in Business, Finance or similar field. A combination of education and relevant experience will also be considered.

**Analyst 1**

Analyst 1 is responsible for providing support within program reporting and accounting functions with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established.

Analyst 1 must have 1 years relevant work experience, with a bachelor's degree in Business, Finance or similar field. A combination of education and relevant experience will also be considered.

**Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive office productivity software skills are required.

The Administrative Assistant must have at least 3 years of experience in which clerical work was a major duty. An associate degree is preferred, relevant work experience in lieu of a degree will be considered.

#### **4.5.1.14 APPLICANT RELATIONS**

##### **Principal**

The Principal controls and supervises all managers within the functional area to ensure that all functional area deliverables and deadlines are met. The Principal is expected to monitor all subcontractors and vendors within the functional area, as well as to provide high level expertise across a broad range of business and related subject matter areas.

The Principal must have 7 or more years of large-scale operational managerial experience and a working knowledge of the CDBG type programs. A 4 year bachelor's degree is required; advanced degrees and certifications are desired.

##### **Senior Manager**

Senior Manager provides support and guidance to the customer service team. This may involve oversight of multiple customer service facilities. Senior Managers are responsible for resolving problems and issues that cannot be solved by the customer service representatives or the front-line managers and have been escalated. They supervise the Customer Service Managers and Customer Service Reps (CSR). Senior Managers work to increase the technical skills of the other team members and must have the ability to perform work and simultaneously supervise team members.

Senior Manager must have 7 or more years of relevant experience, with a 4 year bachelor's degree in Business, Communications, or similar field. A combination of education and relevant experience will also be considered.

##### **Manager**

Manager provides support and guidance to the customer service team for specific customer service facilities. They are responsible for resolving problems and issues that cannot be solved by the customer service representatives. They work to identify potential application process issues and problems. They supervise Analysts (CSRs), Subject Matter Experts, and Administrative Assistants. Managers work to increase the technical skills of CSRs and must have the ability to perform work and simultaneously supervise CSRs.

Manager must have 5-7 years of experience in the customer service field, with a 4 year bachelor's degree. A combination of education and relevant experience will also be considered.

##### **Subject Matter Expert**

Subject Matter Expert is the leader of technical knowledge for this area. The Subject Matter Expert is responsible for providing issue definition and recommendation. They assist in creating policy, implementing policy, and ensuring that policy is in compliance with Program regulations.

Subject Matter Expert must have 5-7 years of relevant experience, with a 4 year bachelor's degree.

##### **Analyst 3**

Analyst 3 provides front-line of support to applicants within the *Small Rental Property Program*. They are responsible for answering calls that are incoming to the Call Center and Small Rental Hotlines such as the Appeals and Fraud tip hotlines. Analyst 3 may serve as the Subject Matter Expert within the Applicant Relations Team. Analyst 3 may also serve a supervisory role within

the Applicant Relations Team and/or provide day-to-day managerial support to Principals, Senior Managers, or Managers. Analyst 3 may specialize in specific areas of compliance and monitoring.

Analyst 3 must have 3 years experience in the customer service field, with an associate degree or greater. A combination of education and relevant experience will also be considered.

**Analyst 2 - Customer Service Rep (CSR) Bilingual - Spanish**

Analyst 2 provides front-line of support to Spanish speaking applicants within the *Small Rental Property Program*. They are responsible for returning phone calls from voicemails left on the voicemail system. Upon returning the phone call, they will work with the applicant to resolve any outstanding issues, provide clarification or request information that is needed to proceed with the grant. They must have good customer service/phone skills and proficiency in Spanish and English. They must also be able to quickly review and retain new and updated program information.

Analyst 2 must have 2 years experience in the customer service field, with an associate degree or greater. A combination of education and relevant experience will also be considered.

**Analyst 2 - Customer Service Rep (CSR) Bilingual - Vietnamese**

Analyst 2 provides front-line of support to Vietnamese speaking applicants within the *Small Rental Property Program*. They are responsible for returning phone calls from voicemails left on the voicemail system. Upon returning the phone call, they will work with the applicant to resolve any outstanding issues, provide clarification or request information that is needed to proceed with the grant. They must have good customer service/phone skills and proficiency in Vietnamese and English. They must also be able to quickly review and retain new and updated program information.

Analyst 2 must have 2 years experience in the customer service field, with an associate degree or greater. A combination of education and relevant experience will also be considered.

**Analyst 1 - Customer Service Rep (CSR)**

Analyst 1 provides front-line of support to applicants within the *Small Rental Property Program*. They are responsible for answering calls that are incoming to the Call Center and Small Rental Hotlines such as the Appeals and Fraud tip hotlines. Analyst 1 will work with applicants to resolve any outstanding issues, provide clarification or request information that is needed to proceed with the grant. They must have good customer service/phone skills and the ability to quickly review and retain new and updated program information.

Analyst 1 must have 1 years experience in the customer service field, with an associate degree or greater. A combination of education and relevant experience will also be considered.

**Administrative Assistant**

Administrative Assistant provides support to the Principal, Senior Manager and Manager with day-to-day responsibilities, including daily mailing, copies, word processing, filing, faxing, and fielding telephone calls and email filing. Extensive office productivity software skills are required.

The Administrative Assistant must have at least 3 years of experience in which clerical work was a major duty. An associate degree is preferred, relevant work experience in lieu of a degree will be considered.

#### 4.5.2 Unit Price Services

Certain services will be paid for on a unit price basis. The payment for such services must be supported with documentation submitted to the State documenting the number of unit price tasks performed multiplied by the applicable unit price per task. The Proposer's proposed categories and rates for unit price tasks shall be included in the Cost Section of the Proposal. All invoices are to be supported by documentation including, but not limited to, a description of the services, the authorized unit price bill rate, number of units, the applicant for which the services were provide, date provided, etc.

#### 4.6 SERVICE LEVEL AGREEMENTS

The Contractor shall implement and operate all measurement and monitoring tools and procedures and provide reports of Contractor's performance in connection with the Service Levels agreed to with the State.

Changes and Additions to Service Levels will be made upon thirty (30) days prior written notice to Contractor, subject to mutual agreement of the Parties, State may (i) add or delete Service Levels, and/or (ii) modify existing Service Levels, all pursuant to agreed upon Change Control Procedures.

Contractor shall work with the State and PTO to determine which metric by which the Contract shall be measured and monitored for adequate contract performance. See *Exhibit 1* for sample Service Level Agreements.

## **SECTION 5 – FORMAT OF PROPOSAL**

### **5.1 PROPOSAL / RFP RESPONSE INSTRUCTIONS**

The proposal shall address each of the criteria addressed in this section of the RFP. It should be clear and concise in response to the information and requirements described in the RFP.

### **5.2 TECHNICAL PROPOSAL**

#### **5.2.0.1 Technical Proposal Overview**

**The format and sections of the Technical Proposal should conform to the tabbed structure outlined below. All tabs shall be labeled appropriately. Adherence to this format is necessary in order to permit the effective evaluation of proposals.**

**The Technical Proposal should be in the following format:**

<b>TECHNICAL PROPOSAL CONTENT CHECKLIST</b>	
	<b>Title Page</b>
	<b>Transmittal Letter</b>
	<b>Table of Contents</b>
<b>TAB 1</b>	<b>Executive Summary</b>
<b>TAB 2</b>	<b>Mandatory Requirements</b>
<b>TAB 3</b>	<b>Proposer Team Corporate Information</b>
<b>TAB 4</b>	<b>Proposer Qualifications and Past Performance References</b>
<b>TAB 5</b>	<b>Project Staff and Organization</b>
<b>TAB 6</b>	<b>Management Approach, Technical Capabilities, Work Breakdown Structure</b>
<b>TAB 7</b>	<b>Transition Approach</b>
<b>TAB 8</b>	<b>Closeout Approach</b>
<b>TAB 9</b>	<b>Capacity and Capability to Provide Incremental Optional Services</b>
<b>Attachment 1</b>	<b>Completed Reference Forms</b>
<b>Attachment 2</b>	<b>Marketing Materials</b>

### **5.2.0.2 Title Page**

The title page should be placed as the front cover and/or insert and include:

- a. Title of the RFP
- b. RFP due date
- c. Proposer's Name
- d. The inscription, "Technical Proposal."
- e. Separate and distinct control number for each of the hard copies placed in the bottom right corner. The control number naming convention is <Proposer Name>-<sequential number> (e.g., "Acme-16"). Please ensure that the signed original copy is designated by control number "1."

### **5.2.0.3 Transmittal Letter**

The letter of transmittal should be limited to two (2) pages and should include:

- a. A brief statement of the Proposer's understanding of the scope of services associated with this RFP.
- b. The names, titles, addresses, e-mail addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of and legally bind the Proposer.
- c. The names, titles, addresses, e-mail addresses, and telephone numbers of the individual who will function as the main contact for the Proposer.
- d. A statement that the entire proposal and the price contained therein should be binding upon the Proposer in all respects for a period of 180 days from receipt of the Best and Final Offer, or from submission if no BAFO is requested.
- e. A statement designating the firm that will function as Proposer in response to the RFP.
- f. Signature of person(s) authorized to legally bind the Proposer.

### **5.2.0.4 Table of Contents**

Each proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

### **5.2.1 Tab 1 - Executive Summary**

The Proposer should condense and highlight the contents of the Technical Proposal in this section. The Executive Summary should be no more than fifteen (15) pages and provide a concise summarization of the services being proposed to meet the State's requirements, the planned approach to providing the services, and a description of how it will transition services from the State's current contractor (ICF) to the Proposer's staff and how the Proposer will close out the *Small Rental Property Program*



## 5.2.2 Tab 2 – Mandatory Requirements

Proposers **must** provide a response that substantiates their ability to meet each mandatory requirement. The mandatory requirements are as follows:

Proposer must provide:

1. List all subcontractors as required in Section 5.2.3.4 and all subsections;
2. A Project Staff and Organization Plan as required in Section 5.2.5; and
3. Cost Schedules using the Templates set forth in 5.3.3 and shown in *Exhibit 4*

## 5.2.3 Tab 3 - Proposer Team Corporate Information

This section should provide the following subsections related to the Proposer:

### 5.2.3.1 Company Overview

In this section, the Proposer should describe its business operations such as the year founded; brief history of the company; current size in terms of staff, revenue, and profit; and principal owners / officers of the company. The history should discuss sales growth, areas of focus, and other information that would demonstrate financial strength, integrity, experience, industry focus, and state government experience providing the solution being proposed.

### 5.2.3.2 Financial Strength

Proposer should generally provide evidence that the Proposer has the financial capacity to provide the entire solution. The Proposer should provide details regarding Proposer's total annual revenue, profit and cash flow by providing audited financial statements for the past three years and any other way Proposer deems necessary to demonstrate the firm's financial size and cash flow capacity. The financial statements should include an income statement, balance sheet, and cash flow statement for each of the three years.

The Proposer should submit the most recent Dun & Bradstreet (D&B) Business Information Report™ for the Proposer. (Submission of the D&B Number without the full report is insufficient.) If the Proposer is not registered with D&B, then Proposer may submit three current written, positive credit references, in the form of signed and dated standard business letters from vendors with which the Proposer has done business.

### 5.2.3.3 Integrity

Proposer shall discuss the reasons why it feels the organization and the individuals within the organization are of high integrity and operate in a culture of high integrity. Proposer shall highlight those points that would demonstrate the organization's integrity.

The Proposer shall provide a statement of whether the Proposer or any individual who will perform work under the Contract has a possible conflict of interest (*e.g.*, employment by the State of Louisiana) and, if so, the nature of that conflict.

The Proposer shall provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary,

or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a Contract under this RFP.

The Proposer shall provide a statement documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter.

#### **5.2.3.4 Subcontractor Information**

The Proposer shall list all subcontractor service providers that may receive more than \$250,000 in service revenue over the life of the contracts. Contact information for each of these service providers should be provided. For these services providers, Proposer should provide information in sections 5.2.3.4.1 and 5.2.3.4.2.

##### **5.2.3.4.1 Subcontractor Company Overview**

In this section, the Proposer should describe each service provider's business operations, such as the year founded; brief history of the company; current size in terms of staff, revenue, and profit; and principal owners/officers of the company. The history should discuss sales growth, areas of focus, and other information that would demonstrate financial strength, integrity, experience, industry focus, and state government experience providing the solution being proposed.

##### **5.2.3.4.2 Subcontractor Financial Strength**

Proposer shall provide evidence that the each service provider has the financial capacity to provide their portion of the solution. The Proposer should provide details regarding each Service Provider's total annual revenue, profit and cash flow by providing financial statements, preferably audited financial statements, for the past three years and in any other way Proposer deems necessary to demonstrate each Service Provider's financial size and cash flow capacity. The financial statements should include an income statement and balance sheet, and preferably a cash flow statement for each of the three years.

#### **5.2.4 Tab 4 – Proposer Qualifications and Past Performance References**

##### **5.2.4.1 Proposer Capabilities and Experience**

Proposer shall demonstrate it possesses the capabilities and experience to provide the services required in the Statement of Work. In addition, the Proposer shall describe its experience with HUD CDBG compliance and describe any complex issues it has addressed. The Proposer shall also discuss its experience with providing program operations services for large, comparable projects where similar services requested herein have been provided. The information provided should include size of project in terms of number of personnel managed, consulting staff, client project team, and duration.

#### **5.2.4.2 Solution Experience**

Proposer shall describe its experience managing and meeting customer service expectations and working under a service level agreement. When describing this work, please describe projects that contained service level agreements and discuss the incentive earned or disincentive assessed for your performance.

#### **5.2.4.3 References**

The Proposer shall provide three customer references for the proposer. The references should be for providing Program Management Services. At least one of the references for the Proposer must be in State or local government. The Proposer is to ensure that the State evaluation team is able to have appropriate access to the clients listed as references.

It is preferred but not required that the other references be for implementations similar in size and scope to the proposed project with the State of Louisiana.

All references should be from clients that have been either completed within the last 3 years or a contract in process for at least 12 months.

All service providers (subcontractors) should provide three business references that reflect on their ability to deliver the services they are proposed for.

All references shall be submitted using the template provided in *Exhibit 5*. All requested information on the form should be completed. If any requested information is not applicable for the reference, indicate such with "N/A".

All references must include email addresses and phone numbers.

#### **5.2.5 Tab 5 - Project Staff and Organization**

The Proposer shall also provide an Organization and Staffing Plan that addresses the Proposer's project staff. The section shall include the following:

1. An organization chart for its proposed project team.
2. A summary table for each staff category, highlighting the staff on one axis and the key skills and experience relevant to the category on the other axis.
3. A description of each role and resumés for key each position. Resumés should include the following information:
  - a. Proposed role on project;
  - b. Education and training;
  - c. Recent relevant experience (including start and end dates); quality and depth of experience;
  - d. Size and scope of projects supported; and
  - e. Reference contact information, including e-mail address and phone number.
  - f. Resumes should be no longer than three pages in length.
  - g. Letters of commitment are required for all key staff.
  - h. Resumes (excluding Letter of Commitment) shall be limited to three pages.

4. In addition, the Proposer shall describe its process for staffing project positions. That is, under what circumstances will sub-contractors be used; how are skill requirements communicated within the firm; what tools and/or processes are used to specify required competencies and to screen available consultants to fill project roles?

The State requires that contract personnel not be removed from the project except for circumstances beyond the Contractor's/Service Provider's control. The State reserves the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

If any staff from the Proposer's team requires special accommodations for a handicap or work limitation, please note such in this Section.

The Proposer's implementation project team will perform its work on site in Baton Rouge, Louisiana except as otherwise approved by the State.

## 5.2.6 Tab 6 – Management Approach, Technical Capabilities, Work Breakdown Structure

### 5.2.6.1 Project Management Plan

This section shall include a comprehensive project management plan that addresses the State's intended transition activities and deadlines. The work plan should be divided into three (3) major phases as discussed in the statement of work: Phase 1 is Transition which covers the period of contract signing until the date the Contractor assumes full responsibility for Program Operations from ICF; Phase 2 (Production) covers the period from the end of Phase 1 (Transition) until the end of the major production; and Phase 3 (Closeout) covers the period once major production is completed through closeout of the functional area. The work plan for Phase 1 should include tasks to be performed by State, subcontractors ICF, and proposer personnel, as well as tasks requiring collaboration. It should include as much detail as possible, although it is understood that some tasks are dependent on the results of other tasks. The work plan should be accessible via Microsoft Project 2003®. Printed copies of the proposal should also include a high-level timeline in Gantt chart format. The Phase 2 plan should address any additional phase-in of functionality or responsibilities that may be proposed.

### 5.2.6.2 Status Reporting

The Proposer shall describe its approach for project status reporting. At a minimum, the State requires that weekly status reports be provided that reflects the major activities for the reporting period. As part of the Proposer's approach to status reporting, the State will expect weekly participation in status meetings with the State project team. Project management should use the status report to monitor project activity and to detect potential problems or delays. The weekly status report should serve as the agenda for the status meetings. Topics to be covered include:

1. A listing of significant departures from project planning and objectives with explanations of causes and strategies to achieve realignment;
2. A listing of tasks completed since the last report;
3. Tasks that were delayed and reasons for delay;
4. Planned activities for the next scheduled period;
5. Summary of major concerns or issues encountered, proposed recommendations; and
6. Any other topics that require attention from the State's project manager.

### **5.2.6.3 Issue Management**

The Proposer shall describe its approach to issue identification, tracking, and recommendation for resolution. This discussion should include the use of any tools or techniques that are integrated the overall project management methodology. Topics to be addressed in this section include:

1. Issue identification;
2. Issue tracking;
3. Issue review and prioritization;
4. Issue analysis;
5. Recommendation for issue resolution; and
6. Issue escalation.

After award, the State and the Proposer should agree on a protocol for collaboratively resolving project issues. This protocol should address the topics above, responsible parties, and specific steps to be taken on issues or disputes arising during the implementation process.

### **5.2.6.4 Program/Project Controls, Standards, Procedures and Oversight**

The Proposer shall describe its proposed program/project controls, standards, and procedures for all project tasks, issued Task Orders, Service Level Agreements (SLAs) and delivery of services from 3<sup>rd</sup> party contractors. These items should be reviewed and approved by the State's project leadership. This requirement includes, but is not limited to the issuance and management of SLAs, task orders and change requests.

### **5.2.6.5 Risk Management Plan and Procedures**

The Proposer shall describe its approach to identifying and assessing potential risks to the project as well as identifying and managing actions to avoid, mitigate, or manage those risks. The Proposer should include the provision of the appropriate methods, tools and techniques for active identification and assessment of project risks; development of risk avoidance, mitigation, or management strategies; and monitoring and reporting of risk status throughout the life of the project.

### **5.2.6.6 Technical Approach**

This section shall include the following:

1. Discussion of the background, objectives and work requirements as analyzed by the Proposer;
2. Discussion of proposed methods and techniques for completing each core service area;
3. Discussion which supports how each task will be evaluated for full performance and acceptability of work from the Proposer's viewpoint;
4. Discussion of any anticipated major difficulties and problem areas, along with potential recommended approaches for their resolution;
5. Discussion on major logistical considerations; and
6. Experience with the *Small Rental Property Program*.

#### 5.2.6.7 Performance Management

Describe the proposer's plan and approach for providing consistent, high levels of performance including monitoring, capacity planning, production per functional area vs staff assigned and costs of functional area. As stated above Contractor will be responsible for interacting with third-party contractors such as the IT Contractor through SLA's and other mechanism to ensure program operations performance is maintained at an acceptable level.

#### 5.2.6.8 Work Breakdown Structure

This section shall include a Work Breakdown Structure that provides a detailed list of all tasks and deliverables that need to be completed to initiate, execute and close the project. The work breakdown structure shall include a description of the task or deliverable, the estimated duration of the task or deliverable, including the start and end dates.

#### 5.2.7 Tab 7 – Transition Approach

The Proposer shall describe its approach for Phase-In transitioning all Program Services and responsibilities from ICF, the current contractor, to the Contractor's and its approach for closing down the *Small Rental Property Program*. These descriptions shall include discussion of methodologies that may be used to minimize transition risk and/or failure to meet critical deadlines as well achieving high levels of service. The Proposer shall also describe how quality assurance/quality control and validation will be performed to ensure accountability and reliability of the applicant information. During the transition periods, incoming contractor employees shall work with the incumbent ICF work force of remaining personnel until they are capable of assuming full responsibility, where both contractor and ICF employees are assigned to a functional work area, the exiting contractor retains responsibility for work performed, but will not act in a supervisory capacity over new contractor employees. The Proposer's mobilization/transition plan shall describe how and when assumption of these responsibilities will occur and include a schedule of transition/incremental assumption data. The intent of the transition period is the efficient gradual transfer of functional/mission responsibility from the exiting contractor to the new contractor. At the completion of Phase-In the Contractor shall be able to accomplish all the Program Services responsibilities without the aid of the exiting contractor work force by the full assumption date, June 11, 2009.

#### 5.2.8 Tab 8 – Operations and Closeout Approach

The Proposer should describe its approach for operation and closing down the *Small Rental Property Program* once it takes over responsibilities from ICF, the current contractor. These descriptions should include discussion of methodologies that may be used to ensure all applicants have been evaluated for eligibility and that all due benefits have been paid and for which there is a proper accounting. The Proposer should also describe how quality assurance/quality control and validation will be performed to ensure accountability and reliability of the applicant information. In addition, the Proposer shall discuss how it will work closely with the OCD and its designees to determine the timing of the closeout of each functional area and reduce the proposer's workforce accordingly. **The Proposer shall describe its method for certifying the data that it is turning over to OCD as part of its closeout procedures.**

### 5.2.9 Tab 9 – Capacity and Capability to Provide Additional Services

Proposer is to describe its capacity to provide additional incremental optional services in addition to those core services described in the Statement of Work. The Proposer shall describe its experience providing additional services for other projects. The Proposer shall provide its methodology for providing incremental optional services to include: scope, timeline and budget. Lastly, Proposer shall provide any other information regarding the Proposer's experience and expertise that may be relevant in evaluating its overall capacity and capability.

### 5.2.10 Completed Reference Forms

Proposer should provide three customer references. The references should be for providing Program Operations and Application Processing related to the *Small Rental Property Program* as described in Section 4. At least one of the references for the Proposer must be in State or local government. The Proposer is to ensure that the State evaluation team is able to have appropriate access to the clients listed as references.

### 5.2.11 Appendix 1: Marketing Materials

Proposer may place a limited amount of marketing materials in the hard copy proposal. Place any electronic copies of marketing materials in a folder of the Technical Proposal CD named for this appendix. Place no more than two pages per technical or service area in the hard copy proposal. All general company marketing material is to be included on the CD only.

## 5.3 COST PROPOSAL

### 5.3.0.1 Cost Proposal Overview

The format and sections of the Cost Proposal should conform to the tabbed structure outlined below. Adherence to this format is necessary in order to permit the effective evaluation of proposals.

The Cost Proposal should be in the following format:

#### **Cost Proposal Content**

- Title Page
- Table of Contents
- TAB 1 – Executive Summary
- TAB 2 – Administrative Requirements
- TAB 3 – Cost Schedules

Cost information is to be provided in accordance with the templates provided in *Exhibit 4: Cost Proposal*.

Each section of the Cost Proposal should be described in further detail. All project assumptions should be placed in the Technical Proposal.

The following sections of the RFP explain the content that is required in each of the sections of the Cost Proposal.

#### **5.3.0.2 Title Page**

The title page should be placed as the front cover and/or insert and include:

Title of the RFP

RFP due date

Proposer's Name

The inscription: "Cost Proposal."

#### **5.3.0.3 Table of Contents**

Each proposal should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

#### **5.3.1 Tab 1 – Executive Summary**

Proposer should provide an overview of the Cost Proposal which describes any pricing approaches, discounts, and reasons why Proposer's combined technical and cost approach should

#### **5.3.2 Tab 2 – Administrative Requirements**

The Proposer shall sign and submit one (1) original and two (2) copies of the Certification Statement and all information required by the Certification as part of the proposal submission. See Exhibit 2. The Proposer should take note of *Exhibit 8 - Potential Legal and Regulatory Requirements* to be sure that they considered all legal and regulatory implications associated with the proposal.

Additionally, the following forms shall be included with the proposal:

1. Board Resolution
2. Disclosure of Ownership
3. Certification of Authority
4. IRS Form W-9 Request for Taxpayer Identification Number and Certification

Submission of these forms with the proposal will expedite the contract process; therefore each Proposer is strongly encouraged to submit these forms with their proposal.

See the Office of Contractual Review website for the forms and associated instructions at [www.doa.louisiana.gov/ocr/checklis.htm](http://www.doa.louisiana.gov/ocr/checklis.htm).



### 5.3.3 Tab 3 – Cost Schedules

This section should include the Cost Proposal Template from *Exhibit 4*. Templates are available on the Office of State Purchasing's (LaPAC) website:

[www.doa.louisiana.gov/cdbg/drsrrfp.htm](http://www.doa.louisiana.gov/cdbg/drsrrfp.htm)

This schedule is comprised of individual sections for each functional area. For each area, there are columns provided for entering the respective FTE counts, hours per month and rates for each of the 3 phases of the Program (Transition, Production and Closeout). Include the Proposer's name within the header of the Cost Proposal template.

For those items the State will reimburse the Proposer on a Unit Cost basis, the Proposer shall provide a Unit Price. See Exhibit 6 for unit priced services definitions.

Total Other Direct Cost shall be evaluated on a case-by-case basis. For purposes of the Cost Proposal, these costs shall be set at \$600,000 (\$25,000/month for twenty-four (24) months).

**Please be advised that OCD/DRU is in the process of drafting the details of the Direct Advance Funding Option. The Full-Time Equivalent staff listed within the Cost Proposal Template are the OCD/DRU's best estimate of project needs. Actual staffing needs may change. Please complete Exhibit 4 as directed.**

## **EXHIBITS INDEX**

- EXHIBIT 1:** Sample Contract
- EXHIBIT 2:** Sample Certification
- EXHIBIT 3:** Current Management Reports
- EXHIBIT 4:** Cost Schedule Sample Format
- EXHIBIT 5:** References
- EXHIBIT 6:** Unit Priced Services Definitions
- EXHIBIT 7:** Deliverable Policies and Procedures
- EXHIBIT 8:** Legal and Regulatory Requirements
- EXHIBIT 9:** Sample Task Orders

# **EXHIBIT 1.0**

## **Small Rental Property Program**

### **Sample Contract**

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## EXHIBIT 1.0 - SAMPLE CONTRACT

This appendix provides the general format that will be used for the Contract resulting from this RFP. \* Indicates the contract provisions that are NOT negotiable. These asterisked provisions shall be included in all subcontracts.

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### STATE OF LOUISIANA

### SAMPLE CONTRACT

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit hereinafter sometimes referred to as the "State", and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### 1.0 PURPOSE

The purpose of this Contract is to provide a base service level referred to as "Base Services" and to define a mechanism whereby the parties may, from time to time, develop Task Orders for services to be performed within the terms and conditions and performance measures set forth herein.

#### 1.1 SCOPE OF SERVICES.\*

Contractor hereby agrees to furnish services identified in Attachment I – Statement of Work to State as specified in Section 3.0.

#### 1.2 COMPLETE DESCRIPTION OF SERVICES.

A full description of the scope of services is contained in the following attachments which are made a part of this contract:

Attachment I – Statement of Work

Attachment II – Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

Attachment V - Insurance Requirements for Contractors

Attachment VI – Sample Task Order

Attachment VII – Sample Service Levels and Performance Measures

#### 1.3 TASK ORDERING PROCEDURES.

Task Orders will be developed by the State for services to be provided and additional project assignments.

The individual services to be performed on a task basis shall be defined within the scope of the Statement of Work (Attachment I) and clearly defined in each Task Order.

Deliverables shall conform to the Statement of Work, technical requirements, completion and acceptance criteria, schedule, and compensation as set forth in the Task Order and within the parameters of the performance measures set forth in Attachment I.

Each Task Order and any subsequent changes thereto shall be made in writing. (See Attachment VI for a Sample Task Order.)

WRITTEN AUTHORIZATION BY THE CONTRACTOR AND THE STATE PROJECT DIRECTOR MUST BE SIGNED BY THE REQUIRED PARTIES PRIOR TO IMPLEMENTATION OF A TASK ORDER.

## 2.0 DEFINITIONS.

### BUSINESS OBJECTS:

**CONTRACTOR:** Denotes the Proposer that is awarded a contract as a result of this procurement and will have full responsibility and liability for the completion of all deliverables.

**SMALL RENTAL PROPERTY PROGRAM:** A component of the Road Home Program to provide incentives to property owners to repair their storm-damaged, small-scale rental properties and make units available to low- and moderate- income tenants at affordable rates..

**PROJECT TRANSITION OFFICE:** Denotes the entity established to assist the State in providing contractor oversight, issue management, process improvement and change management for the Small Rental Property Program.

**PROJECT SERVICES:** Denotes those services to be provided by the Contractor awarded a contract under this RFP.

**PROPOSER:** Denotes any organization that submits a proposal responding to the RFP prior to award.

**THE STATE or OCD/DRU:** Denotes the State of Louisiana by the Division of Administration, Office of Community Development/Disaster Recovery Unit (OCD/DRU).

**eGrants Plus:** A web-based grants management systems for Federal and State governments.

eLOCCS:

HDS:

ISIS:

**JIRA:** A web-based issue management system used to prioritize, assign, track, report and audit project tasks.

**DATA WAREHOUSE:** Storage/staging area for incoming data from various third-party sources that is filtered and processed to and from eGrants.

**SHAREPOINT:** A web-based application used to facilitate collaboration, provide content management features, implement business processes, and supply access to information that is essential to managing program goals and processes.

Throughout this RFP the following terms shall be used to designate mandatory and non-mandatory requirements:

**MAY, SHOULD, CAN, OPTIONALLY:** Denotes desirable, non-mandatory language.

**MUST, WILL, SHALL:** Denotes mandatory language; a requirement that must be met without alteration.

### 3.0 ADMINISTRATIVE REQUIREMENTS.

#### 3.1 TERM OF CONTRACT.

This contract shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor. However, it is the intention of the Division of Administration to pursue legislation allowing five (5) year contracts. Accordingly, if appropriate legislation is enacted into law, regulations permit, and, with mutual agreement of both parties, the contract term may be extended up to an additional two (2) additional years.

#### 3.2 WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY.

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.



### 3.2.1 WARRANTIES.

Warranties may be added, revised, modified, or, all of the foregoing based on the services to be provided by the Contractor. Warranties may also be added or modified in the ADDITIONAL TERMS and CONDITIONS section of the Task Order.

### 3.2.2 INDEMNIFICATION AND LIMITATION OF LIABILITY.

#### 3.2.2.1 GENERAL INDEMNITY LANGUAGE

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this Contract, without limitation; provided, however, that the Contractor is not required to indemnify the State for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

#### 3.2.2.2 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

Contractor shall indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State should give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration requires.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof should be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor has the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or service (s) thereof, as applicable; (ii) to modify the component or service so that it becomes non-infringing product or service of at least equal quality and performance; or (iii) to replace said item(s) or service(s) thereof, as applicable, with non-infringing components or service of at least equal quality and performance, or (iv) if none of the

foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being “without limitation”, and regardless of the basis on which the claim is made, Contractor’s liability for direct damages, shall be two (2) times the maximum amount of the Contract. Unless otherwise specifically enumerated or herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State shall, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### 3.3 INSURANCE REQUIRMENTS FOR CONTRACTORS.

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance is included in the total contract amount included in

#### 3.3.1 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability “occurrence” coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.

Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

1.

#### 3.3.2 COVERAGE AND MINIMUM LIMITS OF INSURANCE

Commercial General Liability: The Contractor shall obtain and maintain during the life of the Contract to be entered into under this RFP such Commercial General Liability Insurance that shall protect the Contractor, the State, and any subcontractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of

specific regulations, the amount of coverage shall be \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, and contractual liability.

Automobile Liability Insurance: The Contractor shall maintain during the life of the Contract,

Automobile Liability Insurance in an amount not less than combined single limits of \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Such insurance shall cover the use of any licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

### 3.3.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Division of Administration. At the option of the Division of Administration, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions for the State of Louisiana, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### 3.3.4 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automobile Liability Coverages.

The Division of Administration, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the State, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Division of Administration, its officers, officials, employees, Boards and Commissions or volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Workers' Compensation and Employers Liability Coverage – The insurer shall agree to waive all rights of subrogation against the Division of Administration, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Division of Administration.

All Coverages – Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Division of Administration.

### 3.3.5 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

### 3.3.6 VERIFICATION OF COVERAGE

Contractor and each subcontractor shall furnish the Division of Administration with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Division of Administration before work commences. The Division of Administration reserves the right to require complete, certified copies of all required insurance policies, at any time.

### 3.3.7 SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### 3.4 LICENSES AND PERMITS.

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to perform the Contractor's obligations under the terms of this contract.

### 3.5 SECURITY.

Contractor's personnel and subcontractors will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

### 3.6 TAXES.\*

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is xx-xxxxxxx.

### 3.7 CONFIDENTIALITY.

#### 3.7.1 CONFIDENTIAL INFORMATION, GENERAL.

All financial, statistical, personal, technical and other data and information relating to the State's operation that are designated Confidential by the State and made available to the Contractor, including its subcontractors, in order to carry out this Contract, or that become available to the Contractor, including its subcontractors, in carrying out this Contract ("Confidential Information"), shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's or its

subcontractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

### 3.7.2 CONFIDENTIAL INFORMATION OF APPLICANTS.

All information (including, but not limited to, an applicant's photograph, photographic likeness, and thumb scan image) acquired by the Contractor or its subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by Contractor in its performance of this Contract.

Other than as directed in writing by the State, only Contractor's employees and subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section 3.7.3 below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

### 3.7.3 STATE'S PROCEDURAL REQUIREMENTS.

In accordance with Section 3.7.1 above, the State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from The Road Home Database or Open Records Requests. As mutually agreed by the Parties, Contractors shall implement these policies and procedures, including revisions thereto, as well as Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3.7 and the subsections thereof. The obligations under Section 3.7 are in addition to, and not in place of, the agreements under Attachment I Scope of Work.

### 3.7.4 DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION.

Contractor and its subcontractors shall implement monitoring plans in accordance with Section 3.7.3 above to detect unauthorized access to or use of Confidential Information or any attempts to gain

unauthorized access to Confidential Information. Contractor and its subcontractors shall provide SPM[?] with immediate notification (not more than 24 hours) of Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following" successful attempts at gaining unauthorized access to Confidential Information, or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Information.

In the event of unauthorized access to or disclosure of information, Contractor, as well as any subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.

### 3.7.5 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION.

Should third parties request Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, Contractor, will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via telefax to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from The Road Home Database or Open Records Requests, as promulgated or as hereafter modified by the State. Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by Contractor or its subcontractor in resisting the release of information shall constitute reimbursable expenses under this Contract.

### 3.7.6 SUBCONTRACT AGREEMENTS.

Contractor shall obtain agreements by all subcontractors to be bound by the terms of the provisions of Section 3.7.1 above. In addition, those subcontractors who have a need to know Confidential Applicant Data shall be required to agree to all the terms of this Section 3.7 including all subsections thereof.

### 3.7.7 NON-CONFIDENTIAL DATA AND DATA OBTAINED FROM THIRD PARTIES.

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, Contractor and subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.

### 3.7.8 LIMITATIONS ON COPYING: DELIVERY OF CONFIDENTIAL INFORMATION TO THE STATE; DESTRUCTION OF DATABASE; OBLIGATIONS AGAINST USE AND DISCLOSURE.

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. Contractor and subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Sections 10.0 and 30.0 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. Contractor and subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, Contractor and applicable subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

### 3.7.9 PROVISIONS OF SECTION 3.7 AND ALL SUBSECTIONS THEREOF SURVIVE TERMINATION OF CONTRACT.

The obligations under Section 3.7 and all subsections thereof shall survive the termination or expiration of the Contract.

## 4.0 TECHNICAL REQUIREMENTS.

### 4.1 STATEMENT OF WORK.

Contractor will perform services according to the terms of this Contract and according to the Statement of Work in Attachment I.

### 4.2 QUALITY ASSURANCE REVIEWS.

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

### 4.3 CONTRACTOR RESOURCES.

Contractor agrees to provide the following contract-related resources:

*Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees and subcontractors. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

*Key Personnel.* Contractor shall assign staff who possesses the knowledge, skills, and abilities to successfully perform assigned tasks. Contractor may use off-site resources with the approval of the State. Individuals to be assigned by the Contractor are listed in Attachment III.

*Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an adequately qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an adequately qualified replacement in time to avoid delays to the work plan.

*Other Resources.* Contractor will provide other resources as specified in Attachment III.

#### 4.4 STATE PROJECT DIRECTOR.

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

#### 4.5 STATE FURNISHED RESOURCES.

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

#### 4.6 STATE STANDARDS AND GUIDELINES.

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

#### 4.7 ELECTRONICALLY FORMATTED INFORMATION.

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

#### 5.0 ACCEPTANCE OF DELIVERABLES.

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:



### 5.1. GENERAL.

Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with and subject to the applicable specifications for Contractor's work in the General Scope of Work (Attachment I) and Statement of Work and Acceptance of Deliverables in the Task Order. (Detailed procedures regarding acceptance of Deliverables currently in place are provided in Exhibit 7 of the RFP for reference.)

### 5.2. SUBMITTAL AND INITIAL REVIEW.

Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director or designee, will use best efforts to review the Deliverable within twenty business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director, or its designee, will direct the appropriate review process; coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

### 5.3. NOTIFICATION OF ACCEPTANCE OR REJECTION.

If no notification is delivered to Contractor within the applicable period (as defined in 5.2), the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. Notifications will be provided through a web-based system maintained by or under the direction of the State.

### 5.4. RESUBMITTING CORRECTED DELIVERABLES.

With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director or its designee will review such modifications within twenty (20) days. If no notification is delivered to Contractor within those twenty (20) days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

Notifications will be provided through a web-based system maintained by or under the direction of the State.

### 6.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT.

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ xxx.

### 6.1 PAYMENT FOR SERVICES.

A mutually agreed-upon schedule of payments by deliverables will be used as the basis for all payments.

#### 6.1.1 PAYMENT FOR SERVICES PROVIDED ON AN HOURLY FEE BASIS.

Payment for services performed on an hourly fee basis will be made on the basis of invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, bill rate and description the work provided.

#### 6.1.2 PAYMENT FOR SERVICES PROVIDED ON A UNIT PRICE BASIS.

Payment for services performed on a unit price basis will be made on the basis of invoices submitted to the State documenting the number of unit price tasks performed multiplied by the applicable unit price per task. All invoices are to be supported by documentation including, but not limited to, a description of the service, the authorized bill rate, appropriate activity rate, the applicant for which the services were provided, date provided, etc.

#### 6.1.3 TIME AND MATERIAL RATES INCLUSIVE.

All invoiced rates for services provided on a time and materials basis shall be inclusive of overhead, indirect charges, and travel charges.

#### 6.1.4 PAYMENT FOR OTHER DIRECT COSTS.

Payment for Other Direct Costs (ODC's) incurred will be paid on an actual cost basis. ODC's shall be identified and included in the Cost Section of the Proposal.

Invoices shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC.

#### 6.1.5 STATE APPROVAL REQUIRED.

All labor categories, unit price tasks, and ODC's and their respective fees or prices are subject to written approval by the State.

#### 6.1.6 RETAINAGE.

All payments are subject to a five percent (5%) retainage. The retained amounts will be administratively reserved, but not paid out to an escrow or other interest bearing account. Final payment of all retained amounts will be contingent upon the completion and acceptance of all contract deliverables, which may extend beyond the contract period. The release of amounts retained shall be approved by the State or its designee.

#### 6.1.7 PROHIBITION AGAINST ADVANCE PAYMENTS.

No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

#### 6.1.8 INVOICE ADMINISTRATION.

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the contract and the Task Order. Payments, less the retainage, will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice.

Invoices shall be submitted to Office of Community Development, Disaster Recovery Unit, P.O. Box 94095, Baton Rouge, LA 70804-9095. State will make every reasonable effort to make payments within 30 work days of the receipt of the invoice.

Contractor shall submit a separate invoice for the Contract and each Task Order. These would be a summary of work performed, fees and costs relating the base service cost for each predefined cost item in the Contract and Task Order. The Contractor agrees to maintain separate records of time and expense charges incurred for services rendered.

During the execution of tasks contained in the Contract and each Task Order, the Contractor shall submit invoices by the tenth (10<sup>th</sup>) day of each month following the month in which the services were performed reflecting the number of work-hours expended by the Contractor in performance of the tasks. Services shall be provided in accordance with the following rate schedule:

[Insert Rate table or reference to rate table location.]

#### 6.1.9 NOTIFICATION OF EXPENDITURES ABOVE SEVENTY-FIVE PERCENT OF THE MAXIMUM FEE.

Proposer shall notify the State when 75 percent (75%) of the maximum fee has been expended.

#### 7.0 TERMINATION.

##### 7.1 TERMINATION FOR CAUSE.

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract, or failure to fulfill its performance obligations pursuant to this Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor

shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

## 7.2 TERMINATION FOR CONVENIENCE.

State may terminate the Contract at any time without penalty by giving ninety (90) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in-progress, to the extent work has been performed satisfactorily.

## 8.0 REMEDIES FOR DEFAULT.\*

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524-1526.

## 9.0 AVAILABILITY OF FUNDS.\*

The continuation of this contract is contingent upon the appropriation of funds by Federal Government and the State Legislature (the "Legislature") to fulfill the requirements of the contract. If either the Federal Government reduces an appropriation or the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on either the effective date of any such Federal or State action, or the date of the beginning of the first fiscal year for which funds have not been appropriated, whichever is earlier. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

## 10.0 OWNERSHIP OF WORK PRODUCT.

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Contract. In addition to final ownership status of records, the Contractor will be required, upon request by the State or under Section 12.0 – Right to Audit, to produce records, reports, documents, or other material held by the Contractor or any subcontractor related to this Contract or services provided hereunder.

## 11.0 NONASSIGNABILITY.\*

NO CONTRACTOR SHALL ASSIGN ANY INTEREST IN THIS CONTRACT BY ASSIGNMENT, TRANSFER, OR NOVATION, WITHOUT PRIOR WRITTEN CONSENT OF THE STATE. THIS PROVISION SHALL NOT BE CONSTRUED TO PROHIBIT THE CONTRACTOR FROM ASSIGNING ITS BANK, TRUST COMPANY, OR OTHER FINANCIAL INSTITUTION ANY MONEY DUE OR TO BECOME DUE FROM APPROVED CONTRACTS WITHOUT SUCH PRIOR WRITTEN CONSENT. NOTICE OF ANY SUCH ASSIGNMENT OR TRANSFER SHALL BE FURNISHED PROMPTLY TO THE STATE.12.0 RIGHT TO AUDIT.\*

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, the Division of Administration, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records directly pertaining to the Contract resulting from this RFP for a period of five (5) years after final contract payment or as required by applicable State and Federal law. Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to a Statement of Auditing Standards (SAS) number 70 Review of the Proposer's activities performed under any contract resulting from this RFP.

In the event that the U.S. Department of Housing and Urban Development, the HUD Inspector General, or any other Federal agency, or the State, issue findings or rulings that the amounts charged by the Contractor, or any portions thereof, were ineligible or were non-allowable under federal or state Law or regulation, Contractor may appeal any such finding or ruling. If such appeal is unsuccessful, the Contractor shall agree that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be ineligible or non-allowable.

Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific Project activities.

#### 13.0 RECORD RETENTION.\*

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least five (5) years after final payment, or as required by State policy, law, or regulation, or applicable Federal law, regulation, or policy, including, but not limited to, HUD and CDBG regulations, since Federal funds are used to fund this contract.

#### 14.0 AMENDMENTS IN WRITING.\*

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration or designee.

#### 15.0 FUND USE.\*

Contractor will certify to the State that it will not use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## 16.0 GENERAL COMPLIANCE.

The contractor will agree to comply with all applicable Federal, state, and local laws and all applicable Office of Management and Budget Circulars (<http://www.whitehouse.gov/omb/circulars/>).

## 17.0 FINANCIAL MANAGEMENT.\*

Contractor shall agree to comply with 48 CFR § 31 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The contractor is responsible for having all subcontractors comply with 48 CFR § 31 and agree to adhere the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Contractor shall administer its program in conformance with OMB Circular A-87, Cost Principles for State and Local Government as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The contractor is responsible for having all subcontractors and project sponsors administer their programs in conformance with OMB Circular A-87, Cost Principles for State and Local Government as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

## 18.0 DRUG-FREE WORKPLACE REQUIREMENT.\*

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR part 24, subpart F.

## 19.0 PROHIBITED ACTIVITY.\*

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The contractor is responsible for ensuring that all subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

## 20.0 NON-DISCRIMINATION.\*

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

#### 21.0 ANTI-KICKBACK CLAUSE.\*

Contractor agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### 22.0 CLEAN AIR ACT.\*

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### 23.0 ENERGY POLICY AND CONSERVATION ACT.\*

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### 24.0 CLEAN WATER ACT.\*

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

#### 25.0 APPLICABLE LAW.\*

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

#### 26.0 CODE OF ETHICS.\*

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

#### 27.0 SEVERABILITY.\*

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without valid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

#### 28.0 COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST.\*

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

#### **29.0 LABOR STANDARDS AND SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING.\***

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The contractor is responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246 entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

The work to be performed under this Contract shall be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing, except as waived, or alternative requirements have been adopted by the Secretary, U.S. Department of Housing and Urban Development.

The parties to this Contract shall agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations, except as waived, or alternative requirements have been adopted by the Secretary, U.S. Department of Housing and Urban Development.

#### **30.0 OWNERSHIP OF DOCUMENTS AND STATE FURNISHED RESOURCES.**



All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor or its subcontractors, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State at termination or expiration of this Agreement. Cost incurred by Contractor to compile and transfer information for return to the State shall be billed on a time and materials basis, subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Contractor.

The State will provide specific project information to Contractor necessary to complete Services described herein. All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State and shall be returned by Contractor to the State, upon request, at termination, expiration or suspension of this Agreement.

#### 31.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.\*

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

#### 32.0 SUBCONTRACTORS.

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. Contractor shall abide by and require all subcontractors to comply with the procurement sections of 24 C.F.R. Sections 84 and 85 to the extent they apply to the Small Rental Property Program.

#### 33.0 DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

#### 34.0 NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as

such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:

Paul Rainwater

State of Louisiana

Division of Administration

Office of Community Development

P.O. Box 94095

Baton Rouge, Louisiana 70804-9095

Facsimile: 225-219-9605

To the Contractor:

### 35.0 NO REFERENCE TO CONTRACT IN ADVERTISING OR PRESS RELEASES.

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the State. Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

### 36.0 ELIGIBILITY STATUS.\*

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

### 37.0 HEADINGS.

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

### 38.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. \*

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits or attachments specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal and other documents furnished during the proposal evaluation.

IN WITNESS THEREOF, the parties have by their duly authorized representative set their signatures.

CONTRACTOR

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION

BY: \_\_\_\_\_

Name

Title

BY: \_\_\_\_\_

Paul Rainwater

Executive Director, Disaster Recovery Unit

State of Louisiana

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Angele Davis

Commissioner of Administration,

State of Louisiana

Date: \_\_\_\_\_

WITNESSES SIGNATURES:

WITNESSES SIGNATURES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT I: STATEMENT OF WORK

### **1.0 INTRODUCTION.**

[State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]

### **2.0 DESCRIPTION OF TASKS OR SERVICES.**

[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]

General Statement:

Phase I – Transition

Phase II – Operation and Project Close Out.

### **3.0 PERFORMANCE MEASURES AND MONITORING PLAN.**

#### **3.1 PERFORMANCE MEASUREMENT PLAN.**

The State and the Contractor may by written Performance Measurement Plans provide for monetary performance incentive measures as provided below or in a separate document signed by the State and a duly authorized representative of Contractor.

[Describe the specific performance measures to be taken during the project and monitoring plan. Refer to Attachment VII for the Sample Service Level/Performance Measurement Table.]

### **4.0 DELIVERABLES.**

Contractor agrees to provide the following deliverables:

[Insert a list of project deliverables with a description of each deliverable. Higher level descriptions should be provided in Attachment I. Detail information should be provided in the Task Order. Refer to Attachment VI for the Task Order Template.]

### **5.0 STANDARD OF PERFORMANCE.**

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

[Describe here any unique operating characteristics that must be warranted to a specified level of performance. Additional details may be provided in the Task Order for the specific work activity. Refer to Attachment VI for the Task Order Template.]

## **ATTACHMENT II: HARDWARE/SOFTWARE ENVIRONMENT.**

In the event that Contractor or one of its subcontractors is required by this contract or subsequent Task Order to connect to the State's Network, equipment or software, the Contractor shall abide by the State's network and security standards.

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

### **1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE.**

[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]

### **2.0 SPECIAL REQUIREMENTS.**

[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]

### **3.0 STANDARDS AND GUIDELINES.**

[List here references to applicable standards and/or guidelines or indicate "NONE".]

[Also, describe any exceptions to State standards and guidelines that will be permitted under this project. However, the State should take steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]

## **ATTACHMENT III: CONTRACTOR PERSONNEL AND OTHER RESOURCES.**

### **1.0 CONTRACTOR PERSONNEL.**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name/Company Responsibilities/Classification Rate/Expected Duration

[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]

### **2.0 PC WORKSTATIONS.**

State will provide Contractor's workstations, any workstation resident software and maintenance thereof.

### **3.0 NETWORK CONNECTIVITY.**

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

#### ATTACHMENT IV: STATE FURNISHED RESOURCES.

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

##### **1.0 PROJECT DIRECTOR.**

The Project Director appointed by the State as described in Section 4.4 is Lara Robertson.

##### **2.0 TECHNICAL STAFF.**

State will provide *xxx* (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

##### **3.0 FUNCTIONAL STAFF.**

State will provide *xxx* (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director.

##### **4.0 OFFICE FACILITIES.**

Contractor staff will be located in Baton Rouge and housed at a facility to be provided by the State or its designee. This includes providing Contractor's staff with office space, desks/cubicles, faxes, copiers and telephones through this facility arrangement.

The State will provide equipment for Contractor use from existing *Road Home* inventories (currently used by ICF), including personnel computer workstations, laptops, network printers, network equipment, LAN support equipment and other necessary items. Accordingly, Contractor is expected to make full use of all available equipment prior to requesting additional equipment. Requests for additional equipment will require Contractor's justification and State approval.

Contractor will be responsible for providing its own supplies at its own cost.

##### **5.0 COMPUTER FACILITIES.**

State will make available use of computer facilities at reasonable times and in reasonable time increments to support operations, system development, test, and installation activities.



## ATTACHMENT V: INSURANCE REQUIREMENTS FOR CONTRACTORS.

### **1.0 INSURANCE REQUIREMENTS FOR CONTRACTORS.**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the rates included in Section 5.

#### **1.1 MINIMUM SCOPE OF INSURANCE.**

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.

Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

#### **1.2 COVERAGE AND MINIMUM LIMITS OF INSURANCE.**

Commercial General Liability: The Contractor shall obtain and maintain during the life of this Contract to such Commercial General Liability Insurance that shall protect the Contractor, the State, and any subcontractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, and contractual liability.

Automobile Liability Insurance: The Contractor shall maintain during the life of this Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Such insurance shall cover the use of any licensed motor vehicles engaged in operations within the terms of this Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

#### **1.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retentions must be declared to and approved by the Division of Administration. At the option of the Division of Administration, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions for the State of Louisiana, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **1.4 OTHER INSURANCE PROVISIONS.**

The policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automobile Liability Coverages:

The Division of Administration, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the State, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Division of Administration, its officers, officials, employees, Boards and Commissions or volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Workers' Compensation and Employers Liability Coverage – The insurer shall agree to waive all rights of subrogation against the Division of Administration, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Division of Administration.

All Coverages – Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Division of Administration.

#### **1.5 ACCEPTABILITY OF INSURERS.**

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

#### **1.6 VERIFICATION OF COVERAGE.**

Contractor and each subcontractor shall furnish the Division of Administration with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Division of Administration before work commences. The Division of Administration reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **1.7 SUBCONTRACTORS.**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## ATTACHMENT VI: SAMPLE TASK ORDER.

[Task Order Title]

Task Order Number \_\_\_\_; Modification Number\_\_\_\_;

This document is a Task Order as delineated in the Contract dated Month Day, Year, (“the Contract”) between the State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit herein sometimes referred to as the “State” and (Contractor’s name and legal address including zip code), hereinafter sometimes referred to as the “Contractor”.

No additions or changes as provided in this Task Oder are authorized which will cause the maximum amount specified in the “COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT” section of the Contract to be exceeded without a properly executed Contract Amendment.

### **BACKGROUND AND OBJECTIVE.**

#### **2.0 STATEMENT OF WORK.**

[Describe detail tasks or services to be performed by Contractor in terms of scope and expected outcomes or results.]

#### **3.0 DEFINITIONS.**

[Definitions of terms provided in the SOW, Deliverables, Additional Terms and Conditions, and other sections applicable to this document. Definitions were not previously addressed or require modification to definitions provided in the Agreement.]

#### **4.0 ASSUMPTIONS AND CONDITIONS.**

[Assumptions and Conditions not addressed in the Contract.]

Specifics for on-site and off-site work locations, core business hours, and resources to be provided by the State such as technical support staff, computer facilities and PC workstations not covered in Attachment IV of the Contract may be defined in this section.]

#### **5.0 DELIVERABLES.**

Contractor agrees to provide the following deliverables:

.....

#### **6.0 TASK COMPLETION CRITERIA.**

**7.0 ACCEPTANCE OF DELIVERABLE.**

[Any modifications to the Acceptance of Deliverable procedures covered in the Agreement will be specified in this section of the Task Order.]

**8.0 DELIVERABLE SCHEDULE.**

Contractor agrees to provide identified deliverables within time specified herein:

**9.0 COMPENSATION.**

[Pricing information is provided in this section]

**10.0 ADDITIONAL TERMS AND CONDITIONS.**

THUS DONE AND SIGNED on the date(s) noted below

---

CONTRACTOR'S SIGNATURE

---

STATE'S SIGNATURE  
State Project Director

---

TITLE

---

TITLE

---

DATE

---

DATE

## ATTACHMENT VII: SAMPLE SERVICE LEVEL AGREEMENTS AND PERFORMANCE MEASURES.

**Definitions.** Terms capitalized but not defined herein shall have the meaning set forth in the Contract and Exhibit 1 thereto. Terms capitalized and defined herein shall have the meaning set forth herein.

**Service Levels.** Beginning on the Effective Date or such later date as may be specified in Attachment A to this \_\_\_\_\_, Contractor will perform the Services at all times in accordance with specific performance standards identified by the State in \_\_\_\_\_ to this Exhibit 3.4 (the “Service Levels”). Contractor will perform all New Services in accordance with the Service Level Specifications established for such New Services via the Change Control Procedures.

Service Level Measurement.

*Measurement and Monitoring.* Contractor shall implement and operate all measurement and monitoring tools and procedures and provide reports of Contractor’s performance in connection with the Service Levels hereunder (each, a “Performance Report”).

*Changes and Additions to Service Levels.* Upon at least thirty (30) days prior written notice to Contractor, subject to mutual agreement of the Parties, State may (i) add or delete Service Levels, and/or (ii) modify existing Service Levels, all pursuant to agreed upon Change Control Procedures.

See Service levels chart on next page.

## SERVICE LEVELS

A Service Level/Performance Measurement Table will be negotiated for each Core Function.

**Examples follow:**

<b>Task</b>	<b>Service Level</b>	<b>Measurement</b>	<b>Performance Level Credits</b>
<b>1. Eligibility Determination, Benefit Calculation, Mail Award Letter or “Do Not Qualify” (DNQ) Letter</b>  <b>(Eligibility and Benefit Determination Core Function)</b>	<b>100% of Homeowners receive notice or letter indicating: Eligibility Determination, Benefit Calculation, Mail Award Letter or “Do Not Qualify” Letter within 45 calendar days of receipt of all verification data from such Homeowner and third party verification data.</b>	<b>Number of Homeowners for which the Award or DNQ letter has been mailed divided by the total number of Homeowners for which all verification data has been received.</b>	<b>Contractor will provide a credit of \$1,000 for every group of fifty (50) Homeowners for which the Service Level is not met.</b>
<b>2. Application Imaging</b>  <b>(Document Management and Records Retention Core Function)</b>	<b>95% of Homeowners’ applications imaged within five (5) business days of receipt of Application documents.</b>	<b>Number of applications imaged with 5 days of receipt divided by the number of applications received.</b>	<b>Contractor will provide a Service Level Credit of: (i) \$1,000 per month if Supplier’s performance is less than 95%, but greater than 85%; (ii) \$2,500 per month if Supplier’s performance is between 75% and 85%; and (iii) \$5,000 per month if Supplier’s</b>

<b>Task</b>	<b>Service Level</b>	<b>Measurement</b>	<b>Performance Level Credits</b>
			<b>performance is less than 75%.</b>
<b>10. Request for Disbursement Funds</b>  <b>(Closing Function)</b>	<b>100% of requests for Disbursement Funds disbursements made within 15 business days of completion of the Closing milestone.</b>	<b>Number of requests for disbursement Funds actually made within 15 business days of completion of the Closing milestones divided by the total number of requests for Funds disbursements.</b>	<b>Contractor will provide a Service Level Credit of \$10 per Homeowner for each Homeowner for which the Service Level is not met.</b>

#### **CURRENT PERFORMANCE PENALTY CRITERIA.**

The Performance Penalty amount is defined as funds the State will withhold from The Contractor. The Performance Penalty will be assessed for each of the performance measures listed below, in the amount, if any, calculated for such measure in the manner described below.

Determination as to whether or not a performance measure was achieved will be made based on the statistics no later than 12:00 noon on the first day of the month following the day specified in the performance measure, except as otherwise stated herein, or as mutually agreed by the parties.

Adjustments to the performance goals will be made in the following circumstances: when any facts on which any goal is based turn out not to have been correct or change; when changes in program policies are made (as approved through the Change Control Board or otherwise as provided by the Contract); when changes in scope, direction, budget, or program funding are made; when any contract terms are changed; when program processes are changed; or when force majeure events occur. Any such extenuating factors that would affect the successful completion of these measures must be identified in writing by Contractor within two weeks of the extenuating event or Performance Measurement Date, whichever is earliest. In these cases, until the goal adjustments can be agreed upon by both parties, the performance measures will be suspended.





EXHIBIT 2

SMALL RENTAL PROPERTY PROGRAM

CERTIFICATION STATEMENT

# CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. Phone Number with area code: (    ) \_\_\_\_\_

B. E-mail Address: \_\_\_\_\_

C. Facsimile Number with area code: (    ) \_\_\_\_\_

D. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

The information contained in its response to this RFP is accurate;

Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;

Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

Proposer's quote is valid for at least 90 days from the date of submission of proposal;

Proposer understands that if selected as the successful proposer, he/she will have three (3) business days from the date of delivery of final contract in which to execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## EXHIBIT 3

### SMALL RENTAL PROPERTY PROGRAM

#### Current Management Reports

### Exhibit 3 – Current Management Reports

The following are a sample of current management reports that are utilized within the Small Rental Property Program:

Exhibit #	Report Name	Description	Frequency
4.1	Pipeline Report	<p>The Road Home Situation and Pipeline Report provides detailed information about the weekly and cumulative activity of the Small Rental Property Program, along with other Road Home Programs.</p> <p>The most recent version of the Situation and Pipeline Report may be accessed from <a href="http://www.road2la.org">www.road2la.org</a> by selecting the link: See Weekly Stats from the home page.</p>	Weekly
4.2	Small Rental Property Operations Status Report	The Operations Status Report provides weekly status of the current application population.	Weekly
N/A	Subcontractor Activity	Used to evaluate the Subcontractor's activity and compliance with the terms and conditions of their subcontract with Contractor for <i>The Road Home</i> program.	Monthly
N/A	HUD Reporting	Various reports as specified by HUD.	As required by HUD
N/A	QA/QC Report	Provides results of quality assurance/quality control activities.	Weekly
N/A	Anti-Fraud Report	Provides results and status of potential fraudulent activity within the Small Rental Property Program.	Weekly
N/A	Aging Analysis	Provides a breakout of required elements outstanding by age	Weekly
N/A	Workshop Follow-up	Provides details on Lead Inspections and Final Inspections	Weekly

# **EXHIBIT 4**

## **Cost Schedule Sample Format**

**NOTICE:**

**Please be advised that OCD/DRU is in the process of drafting the details of the Direct Advance Funding Option. The Full-Time Equivalent staff listed within this Cost Proposal Template are the OCD/DRU's best estimate of project needs. Actual staffing needs may change. Please complete this exhibit as described in Section 5.3.3 of the RFP.**

Functional Area Staffing Cost

PROGRAM MANAGEMENT AND ADMINISTRATION	Hourly Rate	RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST		
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost			
Principal	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0		
Senior Manager	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0		
Subject Matter Expert	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0		
Manager	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0		
Analyst 3	\$ -	1.00	160	2	\$0	2.00	160	21	\$0	1.00	160	1	\$0	\$0		
Analyst 2	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0		
Analyst 1	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0		
Administrative Assistant	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0		
		5.00	Transition Total			\$0	6.00	Production Total			\$0	5.00	Closeout Total			\$0



Functional Area Staffing Cost

	Hourly Rate	RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
<b>VERIFICATION</b>														
Principal	\$ -	-	160	2	\$0	-	160	4	\$0	-	160	18	\$0	\$0
Senior Manager	\$ -	-	160	2	\$0	-	160	4	\$0	-	160	18	\$0	\$0
Subject Matter Expert	\$ -	1.00	160	2	\$0	1.00	160	4	\$0	1.00	160	18	\$0	\$0
Manager	\$ -	-	160	2	\$0	-	160	4	\$0	-	160	18	\$0	\$0
Analyst 3	\$ -	1.00	160	2	\$0	1.00	160	4	\$0	1.00	160	18	\$0	\$0
Analyst 2	\$ -	1.00	160	2	\$0	2.00	160	4	\$0	1.00	160	18	\$0	\$0
Analyst 1	\$ -	1.00	160	2	\$0	1.00	160	4	\$0	1.00	160	18	\$0	\$0
Administrative Assistant	\$ -	-	160	2	\$0	-	160	4	\$0	-	160	18	\$0	\$0
		<b>4.00</b>		<b>Transition Total</b>	<b>\$0</b>	<b>5.00</b>		<b>Production Total</b>	<b>\$0</b>	<b>4.00</b>		<b>Closeout Total</b>	<b>\$0</b>	<b>\$0</b>

Functional Area Staffing Cost

	Hourly Rate	RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
<b>BENEFIT DETERMINATION</b>														
Principal	\$ -	-	160	6	\$0	-	160	3	\$0	-	160	15	\$0	\$0
Senior Manager	\$ -	1.00	160	6	\$0	1.00	160	3	\$0	1.00	160	15	\$0	\$0
Subject Matter Expert	\$ -	-	160	6	\$0	-	160	3	\$0	-	160	15	\$0	\$0
Manager	\$ -	-	160	6	\$0	-	160	3	\$0	-	160	15	\$0	\$0
Analyst 3	\$ -	1.00	160	6	\$0	4.00	160	3	\$0	1.00	160	15	\$0	\$0
Analyst 2	\$ -	1.00	160	6	\$0	2.00	160	3	\$0	1.00	160	15	\$0	\$0
Analyst 1	\$ -	1.00	160	6	\$0	4.00	160	3	\$0	1.00	160	15	\$0	\$0
Administrative Assistant	\$ -	-	160	6	\$0	-	160	3	\$0	-	160	15	\$0	\$0
		<b>4.00</b>		<b>Transition Total</b>	<b>\$0</b>	<b>11.00</b>		<b>Production Total</b>	<b>\$0</b>	<b>4.00</b>		<b>Closeout Total</b>	<b>\$0</b>	<b>\$0</b>

Functional Area Staffing Cost

	Hourly Rate	RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
<b>PRE CLOSING</b>														
Principal	\$ -	-	160	9	\$0	-	160	11	\$0	-	160	4	\$0	\$0
Senior Manager	\$ -	-	160	9	\$0	-	160	11	\$0	-	160	4	\$0	\$0
Subject Matter Expert	\$ -	-	160	9	\$0	-	160	11	\$0	-	160	4	\$0	\$0
Manager	\$ -	1.00	160	9	\$0	1.00	160	11	\$0	1.00	160	4	\$0	\$0
Analyst 3	\$ -	1.00	160	9	\$0	1.00	160	11	\$0	1.00	160	4	\$0	\$0
Analyst 2	\$ -	1.00	160	9	\$0	2.00	160	11	\$0	1.00	160	4	\$0	\$0
Analyst 1	\$ -	1.00	160	9	\$0	3.00	160	11	\$0	1.00	160	4	\$0	\$0
Administrative Assistant	\$ -	-	160	9	\$0	-	160	11	\$0	-	160	4	\$0	\$0
		<b>4.00</b>		<b>Transition Total</b>	<b>\$0</b>	<b>7.00</b>		<b>Production Total</b>	<b>\$0</b>	<b>4.00</b>		<b>Closeout Total</b>	<b>\$0</b>	<b>\$0</b>

Functional Area Staffing Cost

	Hourly Rate	RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
<b>CLOSING</b>														
Principal	\$ -	-	160	20	\$0	-	160	3	\$0	-	160	1	\$0	\$0
Senior Manager	\$ -	1.00	160	20	\$0	1.00	160	3	\$0	1.00	160	1	\$0	\$0
Subject Matter Expert	\$ -	-	160	20	\$0	-	160	3	\$0	-	160	1	\$0	\$0
Manager	\$ -	-	160	20	\$0	-	160	3	\$0	-	160	1	\$0	\$0
Analyst 3	\$ -	1.00	160	20	\$0	1.00	160	3	\$0	1.00	160	1	\$0	\$0
Analyst 2	\$ -	1.00	160	20	\$0	3.00	160	3	\$0	2.00	160	1	\$0	\$0
Analyst 1	\$ -	1.00	160	20	\$0	5.00	160	3	\$0	3.00	160	1	\$0	\$0
Administrative Assistant	\$ -	1.00	160	20	\$0	1.00	160	3	\$0	1.00	160	1	\$0	\$0
		<b>5.00</b>		<b>Transition Total</b>	<b>\$0</b>	<b>11.00</b>		<b>Production Total</b>	<b>\$0</b>	<b>8.00</b>		<b>Closeout Total</b>	<b>\$0</b>	<b>\$0</b>

Functional Area Staffing Cost

CONSTRUCTION MANAGEMENT AND OVERSIGHT	Hourly Rate	RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
Principal	\$ -	-	160	2	\$0	-	160	20	\$0	-	160	2	\$0	\$0
Senior Manager	\$ -	1.00	160	2	\$0	1.00	160	20	\$0	1.00	160	2	\$0	\$0
Subject Matter Expert	\$ -	-	160	2	\$0	-	160	20	\$0	-	160	2	\$0	\$0
Manager	\$ -	1.00	160	2	\$0	1.00	160	20	\$0	1.00	160	2	\$0	\$0
Analyst 3	\$ -	5.00	160	2	\$0	7.00	160	20	\$0	5.00	160	2	\$0	\$0
Analyst 2	\$ -	1.00	160	2	\$0	1.00	160	20	\$0	1.00	160	2	\$0	\$0
Analyst 1	\$ -	4.00	160	2	\$0	6.00	160	20	\$0	4.00	160	2	\$0	\$0
Administrative Assistant	\$ -	-	160	2	\$0	-	160	20	\$0	-	160	2	\$0	\$0
		12.00		Transition Total	\$0	16.00		Production Total	\$0	12.00		Closeout Total	\$0	\$0

Functional Area Staffing Cost

		RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
COMPLIANCE AND MONITORING	Hourly Rate													
Principal	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Senior Manager	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Subject Matter Expert	\$ -	-	160	2	\$0	0.25	160	21	\$0	-	160	1	\$0	\$0
Manager	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Analyst 3	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Analyst 2	\$ -	2.00	160	2	\$0	4.00	160	21	\$0	2.00	160	1	\$0	\$0
Analyst 1	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Administrative Assistant	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
		4.00	Transition Total		\$0	6.25	Production Total		\$0	4.00	Closeout Total		\$0	\$0

Functional Area Staffing Cost

QUALITY ASSURANCE/QUALITY CONTROL	Hourly Rate	RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
Principal	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Senior Manager	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Subject Matter Expert	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Manager	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Analyst 3	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Analyst 2	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Analyst 1	\$ -	1.00	160	2	\$0	2.00	160	21	\$0	1.00	160	1	\$0	\$0
Administrative Assistant	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
		3.00	Transition Total		\$0	4.00	Production Total		\$0	3.00	Closeout Total		\$0	\$0

Functional Area Staffing Cost

	Hourly Rate	RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
<b>APPEALS</b>														
Principal	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Senior Manager	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Subject Matter Expert	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Manager	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Analyst 3	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Analyst 2	\$ -	1.00	160	2	\$0	2.00	160	21	\$0	1.00	160	1	\$0	\$0
Analyst 1	\$ -	1.00	160	2	\$0	2.00	160	21	\$0	1.00	160	1	\$0	\$0
Administrative Assistant	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
		<b>3.00</b>		<b>Transition Total</b>	<b>\$0</b>	<b>5.00</b>		<b>Production Total</b>	<b>\$0</b>	<b>3.00</b>		<b>Closeout Total</b>	<b>\$0</b>	<b>\$0</b>



Functional Area Staffing Cost

ISSUE TRACKING & FRAUD, WASTE, ABUSE COORDINATION	Hourly Rate	RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
Principal	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Senior Manager	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Subject Matter Expert	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Manager	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Analyst 3	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Analyst 2	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Analyst 1	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Administrative Assistant	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
		2.00	Transition Total		\$0	2.00	Production Total		\$0	2.00	Closeout Total		\$0	\$0

Functional Area Staffing Cost

	Hourly Rate	RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
<b>DOCUMENT MANAGEMENT</b>														
Principal	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Senior Manager	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Subject Matter Expert	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Manager	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Analyst 3	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Analyst 2	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Analyst 1	\$ -	1.00	160	2	\$0	2.00	160	21	\$0	1.00	160	1	\$0	\$0
Administrative Assistant	\$ -	1.00	160	2	\$0	2.00	160	21	\$0	1.00	160	1	\$0	\$0
		<b>3.00</b>		<b>Transition Total</b>	<b>\$0</b>	<b>5.00</b>		<b>Production Total</b>	<b>\$0</b>	<b>3.00</b>		<b>Closeout Total</b>	<b>\$0</b>	<b>\$0</b>

Functional Area Staffing Cost

	Hourly Rate	RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
<b>ACCOUNTING &amp; REPORTING</b>														
Principal	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Senior Manager	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Subject Matter Expert	\$ -	-	160	2	\$0	0.25	160	21	\$0	-	160	1	\$0	\$0
Manager	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Analyst 3	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Analyst 2	\$ -	1.00	160	2	\$0	2.00	160	21	\$0	1.00	160	1	\$0	\$0
Analyst 1	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Administrative Assistant	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
		<b>3.00</b>		<b>Transition Total</b>	<b>\$0</b>	<b>4.25</b>		<b>Production Total</b>	<b>\$0</b>	<b>3.00</b>		<b>Closeout Total</b>	<b>\$0</b>	<b>\$0</b>

Functional Area Staffing Cost

		RAMP UP				PRODUCTION				RAMP DOWN				TOTAL COST
		FTE	Hours per Week	Months In Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	FTE	Hours per Month	Months in Period	Period Cost	
APPLICANT RELATIONS	Hourly Rate													
Principal	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Senior Manager	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Subject Matter Expert	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Manager	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Analyst 3	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
Analyst 2 - Bilingual CSR	\$ -	1.00	160	2	\$0	1.00	160	21	\$0	1.00	160	1	\$0	\$0
Analyst 1 - CSR	\$ -	2.00	160	2	\$0	3.00	160	21	\$0	2.00	160	1	\$0	\$0
Administrative Assistant	\$ -	-	160	2	\$0	-	160	21	\$0	-	160	1	\$0	\$0
		4.00	Transition Total		\$0	5.00	Production Total		\$0	4.00	Closeout Total		\$0	\$0

**Unit Based Services Cost**

<b>Service Description</b>	<b>Estimated WIP</b>	<b>Cost Per Unit</b>	<b>Total Cost</b>
<b>Incentive Program Only:</b>			
Evaluation - Total Loss - 1st Unit	4.00		\$ -
Evaluation Total Loss - 2nd, 3rd, 4th Unit	8.00		\$ -
Evaluation - Partially Damaged/ In Process - 1st Unit	12.00		\$ -
Evaluation - Partially Damaged/ In Process - 2nd, 3rd, 4th Unit	8.00		\$ -
Appeal Cost Evaluation - 1st Unit	-		\$ -
Appeal Cost Evaluation - 2nd, 3rd, 4th Unit	-		\$ -
<b>Rehabilitation/Reconstruction Only:</b>			
Evaluation - Cost To Repair (Cost Per Property)	2,000.00		\$ -
Progress Inspection (Cost Per Property)	1,715.00		\$ -
Appeal Evaluation - Cost To Repair (Cost Per Property)	500		\$ -
<b>Applicable to All Applications:</b>			
Environmental Review Record Reviews, Site Price	8.00		\$ -
Final Inspection - 1st Unit	3,074.00		\$ -
Final Inspection - 2nd, 3rd, 4th Unit	1,537.00		\$ -
Follow up Final Inspection - 1st Unit	154.00		\$ -
Follow up Final Inspection - 2nd, 3rd, 4th Unit	154.00		\$ -
Lead Risk Assessment (Urban)	2,459.00		\$ -
Lead Risk Assessment (Rural)	615.00		\$ -
Lead Hazard Clearance Inspection (Urban)	2,459.00		\$ -
Lead Hazard Clearance Inspection (Rural):	615.00		\$ -
Title - Abbreviated Grant Search	8.00		\$ -
Title - Tax Parcel ID for Owner Occupant	15.00		\$ -
Title - Full Rental Exam	8.00		\$ -
Closing - Owner Occupant	15.00		\$ -
Closing - Rental	3,074.00		\$ -
<b>TOTAL UNIT COST</b>			<b>-</b>

**Total Cost Summary**

	Transition	Production	Ramp Down	Total
<b>STAFFING COST</b>				
PROGRAM MANAGEMENT AND ADMINISTRATION	\$0	\$0	\$0	\$ -
VERIFICATION	\$0	\$0	\$0	\$ -
BENEFIT DETERMINATION	\$0	\$0	\$0	\$ -
PRE CLOSING	\$0	\$0	\$0	\$ -
CLOSING	\$0	\$0	\$0	\$ -
CONSTRUCTION MANAGEMENT AND OVERSIGHT	\$0	\$0	\$0	\$ -
COMPLIANCE AND MONITORING	\$0	\$0	\$0	\$ -
QUALITY ASSURANCE/QUALITY CONTROL	\$0	\$0	\$0	\$ -
APPEALS	\$0	\$0	\$0	\$ -
ISSUE TRACKING & FRAUD, WASTE, ABUSE COORDINATION	\$0	\$0	\$0	\$ -
DOCUMENT MANAGEMENT	\$0	\$0	\$0	\$ -
ACCOUNTING & REPORTING	\$0	\$0	\$0	\$ -
APPLICANT RELATIONS	\$0	\$0	\$0	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>TOTAL STAFFING COST</b>				\$ -
<b>TOTAL OTHER DIRECT COST</b>				\$ 600,000
<b>TOTAL UNIT BASED SERVICES COSTS</b>				\$0
<b>TOTAL COSTS</b>				\$ 600,000

EXHIBIT 5

SMALL RENTAL PROPERTY PROGRAM

**FORMAT FOR SUBMITTING REFERENCES AND  
RESUMES OF KEY PERSONNEL**

## **Exhibit 5– FORMAT FOR SUBMITTING REFERENCES AND RESUMES OF KEY PERSONNEL**

### **1. CLIENT REFERENCES**

The Proposer should provide three customer references. The references should be for providing Program Operations and Application Processing related to the *Homeowner Assistance* Program as described in section 4 of the RFP. At least one of the references for the Proposer must be in State or local government. The Proposer is to ensure that the State evaluation team is able to have appropriate access to the clients listed as references.

See other requirements for customer references in section 5.2.4.3.

Three customer references should also be supplied for each proposed subcontractor.

Each customer reference should include the following information:

1. Client Name
2. Customer type (city government, state government, university, corporation, etc.)
3. Brief description of the client, including history, corporate structure and organization, and number of years in business.
4. Description of Operations/Business functions provided to the client. This should be a high-level description of the client's business functions and the Proposer's responsibilities within those operations.
5. Was the Proposer the prime contractor or the subcontractor? If a subcontractor, estimate the percent of the total project for which the subcontractor had responsibility.
6. List specific duties and responsibilities that the Proposer held.
7. Project size: Specify the number and size of systems supported, number of end users. Indicate number of human resources on site and off site. If numbers differ for different time periods of the project (e.g. implementation period used more people than ongoing support), Proposers may provide different statistics for multiple stages.
8. Project dates: specify start and end dates for the project. If project is ongoing, indicate the expected completion date, or state that there is no predetermined end date.
9. Relevance: Describe how this experience is relevant to the one described in this RFP. Proposers may emphasize similarities in size, scope, complexity, design challenges, project risks, implementation challenges, etc.
10. Reference: Provide the name, title, address, email, and telephone number of the person who can be contacted for reference verification.



## 2.RESUMES OF KEY STAFF PERSONNEL

Proposer should use the following as a template to provide resumes for key staff personnel as specified in Section 5 of the RFP. The resume for each individual should be no longer than three pages.

See other requirements for staff resumes in Section 5.2.5.

### **Proposed Role On This Project**

1. Name and title:
2. Employer:
3. Role on this project: (Manager, Analyst, SME, etc.)
4. Availability: (Hours per week or hours per month and specify on-site or off-site hours)
5. Duration of involvement: (indicate the component/phases and the estimated dates that the person will be on-site)

### **Prior Experience**

1. Name and title:
2. Customer type: (city, county, state or federal government, or corporation)
3. Employer:
4. Role on project: (Lead Manager, Analyst, SME, etc.)
5. Responsibilities (e.g., describe application type, specific duties, etc.)
6. Start and end dates

**Repeat items 1-5 as needed to describe all relevant prior experience.**

### **References**

Provide the following information for at least three customer references: Name, Title, Company Name, Address and Telephone

### **Education, Training, Certifications**

**EXHIBIT 6**

**SMALL RENTAL PROPERTY PROGRAM**

**Unit Priced Services Definition**

## Definitions or Explanation of Unit Priced Services

### EVALUATIONS

**Cost Evaluation for Total Loss Units – 1<sup>st</sup> Unit:** Evaluation of the first unit on a specific property where the replacement cost is determined on a square foot basis. T-1 evaluations are conducted for rental properties where damages are greater than or equal to 51%, properties that are demolished and/or are unsafe to enter. This evaluation includes the cost allowances for rental unit amenities as selected by the applicant at the time of application and the environmental record review. These evaluations are conducted on a unit by unit basis

**Cost Evaluation for Total Loss Units – 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> Unit:** Evaluation of any additional units on a specific property, where the replacement cost is determined on a square foot basis. T-1 evaluations are conducted for rental properties where damages are greater than or equal to 51%, properties that are demolished and/or are unsafe to enter. This evaluation includes the cost allowances for rental unit amenities as selected by the applicant at the time of application and the environmental record review. These evaluations are conducted on a unit by unit basis

**Rental Cost Evaluation for Partially Damaged Units – 1<sup>st</sup> Unit:** Component-by-component assessment of damages to the first unit on a property, in which the home is unsafe, demolished or where damages are less than 51%. This evaluation includes the cost allowances for rental unit amenities as selected by the applicant at the time of application and the environmental record review. These evaluations are conducted on a unit by unit basis.

**Rental Cost Evaluation for Partially Damaged Units – 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> Unit:** Component-by-component assessment of damages to the additional units on a property, in which the home is which are not unsafe, demolished or where damages are less than 51%. This evaluation includes the cost allowances for rental unit amenities as selected by the applicant at the time of application and the environmental record review. These evaluations are conducted on a unit by unit basis.

**Environmental Record Reviews (ERR):** Site visit to collect data necessary for environmental and historic review when a rental property has not received a cost evaluation. The ERR is conducted on the property as a whole, not per dwelling unit.

**Rental Appeal Cost Evaluations – 1<sup>ST</sup> Unit:** A repeat cost evaluation for one unit within a property by a senior reviewer to confirm or deny issues raised in an appeal of estimated cost of damage of a rental property.

**Rental Appeal Cost Evaluations – 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> Unit:** A repeat cost evaluation for any additional units within a property by a senior reviewer to confirm or deny issues raised in an appeal of estimated cost of damage of a rental property.

**Construction Estimate Cost To Repair** – A detailed evaluation of the property to determine the cost associated with bringing the property to local and state building standards, as well as meeting all required Program scoring criteria. See RFP Section 4.2.6.1 for detailed requirements associated with this estimate. This unit service is based on the cost to perform a Construction Estimate Cost To Repair evaluation of the entire property.

**Progress Inspection** – An inspection of the property to determine the construction status of the project and ensure that contractors are meeting required construction milestones. This unit service price should encompass all progress inspections for a single property throughout the construction process.

## **INSPECTIONS/ASSESSMENTS**

**Final Inspection – 1<sup>st</sup> Unit:** Site visit to verify that the work in the first unit within a property has been completed. Units are inspected to ensure that minimum maintenance standards and construction for rental unit amenities as selected by the applicant at the time of application have been completed. All final inspection items are inspected on a unit by unit basis with each item receiving a “pass” or “fail” determination based on the condition and/or construction completeness of the item. Each unit receives a pass or fail determination based on the items passed and/or failed for that unit. In order for a unit to pass, all final inspection items for that unit must also pass.

**Final Inspection – 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> Unit:** Site visit to verify that the work in any additional units within a property has been completed. Units are inspected to ensure that minimum maintenance standards and construction for rental unit amenities as selected by the applicant at the time of application have been completed. All final inspection items are inspected on a unit by unit basis with each item receiving a “pass” or “fail” determination based on the condition and/or construction completeness of the item. Each unit receives a pass or fail determination based on the items passed and/or failed for that unit. In order for a unit to pass, all final inspection items for that unit must also pass.

**Follow-up Final Inspection – 1<sup>st</sup> Unit:** Site visit to one unit on a single specific property to verify that the outstanding work in a unit that failed the first final inspection has been completed. Only units that failed the first final inspection receive a follow-up final and only those failed items are inspected. It is possible for a unit to have multiple follow-up final inspections if items in that unit continue to fail.

**Follow-up Final Inspection – 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> Unit:** Site visit to verify that the outstanding work in any additional units on a single specific property that failed the first final inspection has been completed. Only units that failed the first final inspection receive a follow-up final and only those failed items are inspected. It is possible for a unit to have multiple follow-up final inspections if items in that unit continue to fail.

**Lead Risk Assessment (Urban):** Site visit to perform a risk assessment intended to identify and quantify hazards from lead-based paint as defined by HUD and EPA. Hazards assessed are deteriorated lead based paint, chewable surfaces, lead-contaminated dust and lead-contaminated soil. Lead risk assessments are performed on a unit by unit basis. Each unit receives a pass or fail determination based on whether or not hazards were identified. "Urban" refers to assessments performed in more densely populated areas.

**Lead Risk Assessment (Rural):** The rural assessment is the same as the urban assessment but requires more travel time.

**Lead Hazard Clearance Inspection (Urban):** Site visit to perform a lead hazard clearance inspection for those units where lead hazards were identified. Only units where hazards were identified as part of the risk assessment receive a clearance inspection. This inspection includes a visual assessment and dust wipe sampling as defined by HUD and EPA to determine if the lead hazards have been eliminated. It is possible for a unit to have multiple clearance inspections if hazards are not eliminated.

**Lead Hazard Clearance Inspection (Rural):** The rural clearance inspection is the same as the urban clearance inspection but require more travel time.

**Lead Hazard Pass/Fail Report:** A Pass/Fail report is generated for each lead risk assessment and lead hazard clearance inspection. The report indicates whether or not lead hazards were found in or around the unit, the specific areas of concern if lead hazards were detected and includes suggested practices for hazard reduction or abatement activities as necessary. The Pass/Fail report also includes a laboratory report which lists the hazards found, description of the unit, information regarding how lead based paint information is collected along with all applicable HUD and EPA regulations.

## **TITLE WORK**

**Identity Verification:** A report that is used to verify applicant identity, including, but not limited to:

- Active Social Security Numbers
- Potential identify fraud
- “Also Known As” Names (AKA)
- SSN for deceased persons

**Title – Abbreviated Grant Search:** An Abbreviated Grant Search is a title product customized for The Road Home Program. This Abbreviated Grant Search is required for all SRPP Applicants. The title company investigates the land record to confirm that there is some recorded legal document that shows the applicant and/or co-applicant as the owner of record of the property as of the time of the storm to the present date. A form entitled “Abbreviated Title” is provided to the Road Home. No title exam or title insurance policy is provided in conjunction with abbreviated title. A Tax Parcel ID is provided in addition to the verification of title – see below.

**Title – Tax Parcel ID for Owner Occupant:** Legal descriptions of property used in the covenants and other legal documents obtained by conducting research in offices of Parishes and local jurisdictions. Tax parcel IDs are required for properties where title is established through an Abbreviated search.

**Title – Full – Rental Exam:** An opinion of title based on the Full Title Search rendered by a Louisiana attorney prior to issuance of a Full Title Insurance Policy.

## **CLOSING**

**Closing – Owner Occupant:** Services provided by Closing Agent to obtain paperwork and signatures on legal documents required to receive Small Rental Property Program benefits for Owner Occupant Applicants.

**Closing – Rental:** Services provided by Closing Agent to obtain paperwork and signatures on legal documents required to receive Small Rental Property Program benefits for Rental Property Applicants.

~~Exhibit~~ **EXHIBIT 7**  
**9**

**SMALL RENTAL PROPERTY PROGRAM**

**Contract Deliverable Procedures**

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## 1.0 Purpose

This document identifies and describes the process by which contract deliverables will be reviewed on a daily basis. The policies and procedures outlined in this document will apply to the work being managed under the contract between the Contractor and the State of Louisiana's Office of Community Development. This document has been developed to:

- Describe how and when deliverables are submitted to the Office of Community Development (State Agency) from the Contractor;
- Explain the responsibilities of the OCD once a deliverable is submitted for review;
- Demonstrate how deliverable statuses are updated on the Portal by the State and who are the parties responsible for updating;
- Clarify how rejected deliverables are handled by the Contractor, including the time frame permitted to submit revisions;
- Illustrate the mechanism used to track deliverables that are overdue and a employ a method to track deliverable that are subject to statuses other than "approved", i.e. rejected-requires clarification, delay approved/TBD, etc.

## 2.0 General Definitions

Coordinator(s) – refers to the individual(s) responsible for the coordination of the deliverables process, both at the OCD and the Cocontractor

Deliverables – set of objectives that a contractor must meet in order to fulfill their contract requirements

The Contractor –

OCD – Office of Community Development; the "State"

Portal – refers to the system used to update and maintain contract deliverables as well as other program management functions



Management Group – refers to the department inside of the OCD that is responsible for the review and approval of deliverables, i.e. Finance, Small Rental, Housing, etc.

## **2.1 Status Definition- Portal**

Approved - No further action necessary by either party; contract requirement completed/satisfied.

Rejected - Requires Clarification – deliverable rejected by the State and deliverable requires further explanation/clarification/revision by the Contractor prior to re-review and approval; The Contractor has 20 days to revise and re-submit the deliverable. Refer to Section 3.1 for further explanation on what takes place in cases of non-compliance

Delay Approved/TBD – postponing approval of deliverable; a deliverable is Delay Approved/TBD until all programmatic issues have been resolved or program is fully functional. OCD grants a Delay Approved/TBD once THE CONTRACTOR submits a Delay Request/TBD.

Pending Delivery – the stage of deliverable prior to it being ‘Delivered – Request Approval’; deliverable en route to the State from the Contractor.

Report (Annually) - will be reported on an annual basis; may require approval per the portal, based on programmatic updates or other management assessments

Report (Quarterly) - will be reported on a quarterly basis; may require approval per the portal, based on programmatic updates or other management assessments

Report (Monthly) – will be reported on a monthly basis; may require approval per the portal, based on programmatic updates or other management assessments

Report (Weekly) - will be reported on a weekly basis; most weekly reports are accepted by management at discussion meetings

Delivered - Request Approval – deliverable is submitted to the State requesting review and approval

Delay Requested/TBD – postponing the delivery of a deliverable requested by the Contractor; it is to be determined when the deliverable will be submitted for review; Delay Requested/TBD requires approval by the OCD management group.

Revision Delivered – The Contractor revised a previously submitted deliverable and re-submitting modified deliverable for review and approval.

### **3.0 Overview of the Deliverables Process**

It is the function of the State to ensure that the contract deliverables that are listed in Exhibit B-1 of “the contract” are submitted and accepted in a timely manner. There is a designated administrator in place to identify those individuals that have the authority to accept or reject deliverables; make certain that authorized individuals actually receive and make a decision on deliverables and ensure that all State decisions are communicated to the Contractor through either the portal or an email.

OCD deliverables’ coordinator(s) will serve as the central point of contact between the Contractor’s deliverable coordinator and OCD management staff and designee(s) in the coordination of the deliverables process.

#### **3.1 The Life of a Deliverable**

- The Contractor is required to submit deliverables by a specified due date explicitly outlined in the contract. However, due to unforeseen events such as system malfunctions and last minute program modifications, a deliverable may be delayed. Although there may be other explanations as to why a deliverable may be behind schedule, the cases mentioned above will take precedence while all other reasons will be judged accordingly by OCD management.
- The Contractor’s coordinator will send an email notice to the OCD coordinator when a deliverable is on the Portal and ready for acceptance.
- The OCD coordinator will access the portal to review the new deliverable and then forward the deliverable to the appropriate OCD manager and/or designee for review and approval of the deliverable.
- OCD Managers should assign a designee to review deliverables in cases where it is not feasible for the manager to approve the deliverable. This

individual will require access to the Portal and should coordinate this effort along with the OCD deliverable contact person.

- There is a 20-day window for OCD Management to access the portal in order to review and approve a deliverable. Management and/or designee will be sent an e-mail with the details of the deliverable and the due date. As the due date nears and the deliverable is not approved, the OCD Coordinator will contact the appropriate manager to ensure the deliverable is reviewed and accepted in a timely manner.
- OCD Managers or designee will access the Portal to review and approve the deliverable. If the deliverable requires a status other than “approved”, the approving party should enter a detailed comment associated with the applicable status in the comment section of the status page.
- If OCD rejects a deliverable, the Contractor has 20 days to re-submit a revision of the deliverable. In the event that the Contractor foresees the inability to meet this deadline, it should either submit a Delay Requested/TBD with comments stating the reason for the delay and the expected date of delivery, contact OCD Management to discuss the rejected deliverable and come to some common agreement on the re-submitted deliverable or a combination of the two.
- Once the OCD manager or designee has updated the status in the Portal, the OCD coordinator will verify that this action has been done and document accordingly.
- Management groups who are consistently delinquent in the updating of deliverables will be reported to the OCD Director for disciplinary action.
- In-house inquiries concerning the ability to access the portal or locating a particular deliverable should be directed to the OCD Coordinator who in turn will either resolve the issue if possible or funnel inquiries to the Contractor’s deliverables coordinator for resolution.
- OCD deliverable coordinator will forward deliverable status update reports to HUD OIG, when requested. The deliverables coordinator will also respond to field inquiries from the Louisiana Legislative Auditors and other stakeholders as directed by OCD Management.

## **EXHIBIT 10**

### **POTENTIAL LEGAL AND REGULATORY REQUIREMENTS THAT MAY BE APPLICABLE TO THE SMALL RENTAL PROPERTY PROGRAM**

## **Exhibit 10**

### **POTENTIAL LEGAL AND REGULATORY REQUIREMENTS THAT MAY BE APPLICABLE TO THE SMALL RENTAL PROPERTY PROGRAM**

This Proposer should be aware that:

1. The funds used in the Small Rental Property Program are Community Development Block Grant (“CDBG”) funds disbursed through the U.S. Department of Housing and Urban Development and should ensure that it possesses legal authority to assist in the execution of the CDBG Program.
2. Its governing body has been required to provided duly adopted, or pass as an official act, a resolution, motion, or similar action authorizing the filing of the Proposal and directing and authorizing the person identified as the official representative of the Proposer/Contractor to act in connection with the proposal, sign all understandings and assurances contained therein, and to provide such additional information as may be required.
3. It will assist in the development of the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
4. It is required to comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: OMB Circular A-87 and A-102, as amended and made part of State regulations; OMB Circular A-133, revised; OMB Circular A-21 (for educational institutions) or A-122 (for non-profit organizations); and 24 CFR 85.36.
5. It could be required to administer and enforce the labor standards requirements set forth in 24 CFR 570.603 and any other regulations issued to implement such requirements.
6. It could be required to comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control and abatement of water pollution.
7. It could be required that every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Proposer/Contractor to comply with the “American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped,” Number A-117.1-R 1971, subject to the exceptions contained in 41 CFR 101-19.604. The Proposer/Contractor may be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
8. It is required to comply with:
  - a. Title VI of the Civil Rights Acts of 1964 (Pub. L. 88-252), as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity for which the Proposer/Contractor assists in the distribution of federal financial assistance and will immediately take any measures necessary to effectuate obtaining an assurance to this effect. If any real property or structure thereon is provided or improved with the aid of federal financial assistance administered by the Proposer/Contractor, this assurance shall obligate the grant recipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.

- b. Section 104 (b) (2) of Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
  - c. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975.
  - d. Executive Order 11063, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
  - e. Executive Order 11246 and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
9. It could be required to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible Section 3 business concerns.
10. It could be required to minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
- a. comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation

Assistance and Real Property Acquisition Policies Act of 1970, and HUD implementing instructions at 24 CFR Part 42 and 24 CFR 570.606; and

- b. inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
  - c. provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
  - d. assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
  - e. follow a residential anti-displacement and relocation assistance plan and comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as required under Section 570.606(a) and HUD implementing regulations at 24 CFR Part 42; the requirements in Section 570.606(b) governing the residential anti-displacement and relocation assistance plan under Section 104(d) of the Housing and Community Development Act of 1974; the relocation requirements of Section 505.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 505.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.
11. It could be required to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. It is required to comply with the provisions of the Hatch Act that limits the political activity of employees.
13. It is required to give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
14. When required, assure that the facilities under Grant recipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.

15. When required , it will determine that the grant recipient's property, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, complies with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C.470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et. seq.). This will be done by:
  - a. consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
  - b. complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
16. It could be required to comply with the provisions in 24 CFR 570.200(c) regarding special assessments to recover capital costs.
17. It could be required to comply with all requirements of Section 504 of the Rehabilitation Act of 1973, as amended.
18. It is required to certify that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.
19. It is required to administer and enforce the conflict of interest requirement set forth in 24 CFR 570.611, if applicable to this CDBG program.

Many of these provisions are included in the Sample Contract as non-negotiable terms and conditions.



## EXHIBIT 9

### SMALL RENTAL PROPERTY PROGRAM

#### Sample Task Order

## EXHIBIT 9: SAMPLE TASK ORDER.

[Task Order Title]

Task Order Number \_\_\_\_; Modification Number \_\_\_\_;

This document is a Task Order as delineated in the Contract dated Month Day, Year, (“the Contract”) between the State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit herein sometimes referred to as the “State” and (Contractor’s name and legal address including zip code), hereinafter sometimes referred to as the “Contractor”.

No additions or changes as provided in this Task Oder are authorized which will cause the maximum amount specified in the “COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT” section of the Contract to be exceeded without a properly executed Contract Amendment.

### 1.0 BACKGROUND AND OBJECTIVE.

### 2.0 STATEMENT OF WORK.

[Describe detail tasks or services to be performed by Contractor in terms of scope and expected outcomes or results.]

### 3.0 DEFINITIONS.

[Definitions of terms provided in the SOW, Deliverables, Additional Terms and Conditions, and other sections applicable to this document. Definitions were not previously addressed or require modification to definitions provided in the Agreement.]

### 4.0 ASSUMPTIONS AND CONDITIONS.

[Assumptions and Conditions not addressed in the Contract.]

Specifics for on-site and off-site work locations, core business hours, and resources to be provided by the State such as technical support staff, computer facilities and PC workstations not covered in Attachment IV of the Contract may be defined in this section.]

### 5.0 DELIVERABLES.

Contractor agrees to provide the following deliverables:

.....

### 6.0 TASK COMPLETION CRITERIA.

### 7.0 ACCEPTANCE OF DELIVERABLE.

[Any modifications to the Acceptance of Deliverable procedures covered in the Agreement will be specified in this section of the Task Order.]

#### 8.0 DELIVERABLE SCHEDULE.

Contractor agrees to provide identified deliverables within time specified herein:

#### 9.0 COMPENSATION.

[Pricing information is provided in this section]

#### 10.0 ADDITIONAL TERMS AND CONDITIONS.

THUS DONE AND SIGNED on the date(s) noted below

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CONTRACTOR'S SIGNATURE

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STATE'S SIGNATURE

State Project Director

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TITLE

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TITLE

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DATE

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DATE